

Hearing Date: February 11, 2015 at 10:00 a.m. (ET)
Objection Deadline: January 8, 2015 at 4:00 p.m. (ET)

MORRISON & FOERSTER LLP
250 W. 55th Street
New York, New York 10019
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
Gary S. Lee
Norman S. Rosenbaum
Jordan A. Wishnew

*Counsel for the ResCap Borrower
Claims Trust*

REED SMITH LLP
Three Logan Square
Suite 3100
Philadelphia, Pennsylvania 19013
Telephone: (215) 851-8100
Facsimile: (215) 851-1420
Barbara K. Hager (*admitted pro hac vice*)

*Litigation Counsel for the ResCap Borrower
Claims Trust*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:	)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u>,	)	Chapter 11
)	
Debtors.	)	Jointly Administered
-----)	

**RESCAP BORROWER CLAIMS TRUST'S OBJECTION TO
PROOF OF CLAIM NO. 5257 FILED BY KENNETH TAGGART**



TABLE OF CONTENTS

	Page
JURISDICTION, VENUE AND STATUTORY PREDICATE	1
PRELIMINARY STATEMENT	1
BACKGROUND	3
I. General Overview	3
II. The Proof of Claim	4
III. Claimant’s Relationship With the Debtors	4
A. Loan Origination	4
B. Hazard Insurance and the Escrow Account	5
IV. The Actions	10
A. The Foreclosure Action.....	11
B. The First Federal Action	13
C. The Second Federal Action.....	14
D. The Adversary Proceeding.....	15
RELIEF REQUESTED.....	15
OBJECTION.....	16
I. The Taggart Claim is Not Properly Asserted Against ResCap.....	16
II. The Claim is Not Supported by Sufficient Documentation	17
III. The Taggart Claim Should be Disallowed to the Extent it Relies on the Counterclaim, Which Fails to Assert a Meritorious Claim.....	19
A. GMACM Was Entitled to Foreclose and the Foreclosure Action Was Not Illegal	19
(i) GMACM Had Standing to Foreclose	21
(ii) The Mortgage is Valid and Enforceable Despite a Reference to Bucks County	23
(iii) GMACM Properly Notified Claimant of Default and of its Intent to Foreclose.....	24
(iv) The Verification was Executed and Filed.....	27
B. Count I of the Counterclaim Seeking Declaratory Judgment is Moot, Requests the Same Relief as Count III Seeking to Quiet Title, and Like Count III, Fails to State a Claim Upon Which Relief May be Granted.....	28

TABLE OF CONTENTS

(continued)

	Page
C. Count II of the Counterclaim (Wrongful Foreclosure) is Moot, Requests the Same Relief as Counts I and III, and Fails To State A Claim Upon Which Relief May Be Granted.....	29
D. Count III of the Counterclaim Seeking to Quiet Title Fails To State a Claim Upon Which Relief May be Granted.....	30
E. Count IV of the Counterclaim (Slander of Title) Fails to Adequately Plead and State a Claim Upon Which Relief May be Granted.....	34
F. Count V of the Counterclaim (Negligence) and Count VII of the Counterclaim (UTPCPL) Are Barred By The Gist Of The Action Doctrine.....	34
G. Count V of the Counterclaim (Negligence) and Count VII of the Counterclaim (UTPCPL) Are Barred By The Economic Loss Doctrine.....	38
H. Count V of the Counterclaim Fails To State A Negligence Claim Because the Lender/Borrower Relationship Does Not Create a Separate Duty Of Care and Claimant Has Failed to Allege Facts to Support Causation.....	39
I. Count VI of the Counterclaim (FCEUA) and Count VII of the Counterclaim (UTPCPL) Fail To State A Claim as Each ts Inapplicable to the Loan Transaction.....	41
J. Count VI of the Counterclaim (FCEUA) Fails To State A Claim As Consumers Do Not Have A Private Right Of Action Under The FCEUA	42
K. Count IX of the Counterclaim Fails To Adequately Plead or State A Claim for Invasion of Privacy	43
L. Claimant’s MPICA Claim Should Be Denied and Expunged Because It Does Not Adequately Plead Nor State a Claim Upon Which Relief May Be Granted	46
M. Claimant’s Breach of Contract Claim (Count X) Fails for Failure to Allege Any Damages Caused By GMACM’s Alleged Breach of the Mortgage Contract And Is Otherwise Precluded by Claimant’s Material Breaches of the Mortgage Agreement and Subsequent Repayment Plan, by Which He Ratified His Material Obligations under the Mortgage, Notwithstanding His Dispute as to the Accuracy of the Escrow Calculations and Other Alleged Breaches by GMACM.....	48

TABLE OF CONTENTS

(continued)

	Page
(i) Count X of the Counterclaim Fails to State a Viable Claim for Breach of Contract	48
(ii) The Allegations that GMACM Breached the Mortgage By Charging “Excessive Fees and Interest” and Charging For Lender Placed Insurance Do Not State a Claim for Breach of Contract	53
N. Even Assuming Arguendo that GMACM Had Breached the Mortgage Agreement, Claimant’s Own Breaches Preclude Him from Obtaining Damages for Breach and/or Negate Any Chance for Recovery by Restricting Any Possible Recovery to Damages He Could Prove in Excess of the Losses Caused by His Breach.....	55
(i) Claimant Breached and Defaulted Under the Mortgage.....	56
(ii) Claimant’s Material Breaches Preclude Recovery for any Comparatively Non-Material Breach by GMACM	58
IV. The Complaint in the First Federal Action and Second Federal Action Fail to Satisfy Basic Pleading Standards and Any Claim Based Thereon Must be Disallowed and Expunged.....	60
A. The First Federal Action	61
(i) Claimant’s Constitutional Claims of Due Process Violations and a Taking (Counts 1-4, 12-13) Cannot Survive Against GMACM, a Non-Governmental Entity That Did Not Act “Under Color of State Law”	61
(ii) Claimant’s Claim for Restraint of Trade (Count 5) Is Not Viable.....	63
(iii) Claimant’s Claims for Defamation and Tortious Conduct (Counts 6 & 7) Are Barred by the Gist of the Action Doctrine.....	64
(iv) Claimant’s Claim of a UTPCPL Violation (Count 8) is Barred By the Economic Loss Rule And Even If That Were Not So, Claimant Fails to State a Prima Facie Claim under the UTPCPL.....	65
(v) Catch-All Claim for Relief Invoking All Applicable Laws (Count 9)	66
B. The Second Federal Action.....	66
V. The Adversary Complaint Fails to Establish Any Right to Relief.....	67
A. Count I and Count VIII of the Adversary Complaint Fail to Plead a RICO Claim Under 18 U.S.C. § 1962(c) or (d)	67

TABLE OF CONTENTS

(continued)

	Page
(i) Claimant Does Not Plead the Elements of a § 1962(c) RICO Claim	68
(ii) Claimant Has Failed to Plead That GMACM “Conducted,” i.e., Participated in the Operation or Management of Affairs of an Enterprise	74
(iii) Claimant Has Not Sufficiently Alleged the Additional Requisite Elements of a “Pattern” of “Racketeering” Activity	76
B. Claimant Has Not Stated a RICO Conspiracy Claim under 18 U.S.C. § 1962(d)	83
(i) A Claim under § 1962(d) Cannot Survive if There is Not a § 1962(c) Violation	83
(ii) Claimant Has Not Adequately Pled a Knowing Agreement to Participate in Racketeering Activity	84
C. Mail and Wire Fraud - Count VIII	85
D. False Claims Act - Count XI	86
(i) Claimant Did Not Fulfill Procedural Requirements For Purposes of Pursuing a Qui Tam Claim Under the FCA	86
(ii) Claimant Has Not Pled a False Claim With the Particularity Required by Rule 9(b)	87
VI. RESERVATION OF RIGHTS	90
NOTICE	90
CONCLUSION	90

TABLE OF AUTHORITIES

	Page(s)
CASES	
<u>300 Broadway v. Martin Friedman Assocs., P.C.,</u> No. 08-5514(KSH), 2009 WL 3297558 (D.N.J. Oct. 13, 2009).....	69, 70, 72
<u>Acme Mkts. Inc. v. Fed. Armored Exp., Inc.,</u> 648 A.2d 1218 (Pa. Super. Ct. 1994).....	58
<u>Acosta v. Campbell,</u> No. 04cv7610RL28DAB, 2006 WL 146208 (M.D. Fla. Jan. 18, 2006).....	75, 82
<u>Adams v. Copper Beach Townhouse Cmtys., L.P.,</u> 816 A.2d 301 (Pa. Super. Ct. 2003).....	38
<u>Anderson Contracting Co. v. Daugherty,</u> 417 A.2d 1227 (Pa. Super. Ct. 1979).....	25
<u>Ashcroft v. Iqbal,</u> 556 U.S. 662 (2009).....	61, 63, 75
<u>Atkins v. Wachovia Bank, N.A.,</u> No. 0948, 2007 WL 5479841 (Pa. Ct. Comm. Pl. Phila. Co. Dec. 4, 2007)	36, 40
<u>Atkinson v. Anadarko Bank and Trust Co.,</u> 808 F.2d 438 (5th Cir. 1987)	75, 82
<u>Balderston v. Medtronic Sofamor Danek, Inc.,</u> 285 F.3d 238 (3d Cir. 2002).....	41
<u>Beckett v. Laux,</u> 577 A.2d 1341 (Pa. Super. Ct. 1990).....	25, 26
<u>Bell Atl. Corp. v. Twombly,</u> 550 U.S. 544 (2006).....	61, 66
<u>Beneficial Consumer Discount Co. v. Vukman,</u> 77 A.3d 547.....	19
<u>Binder v. Triangle Publ'ns, Inc.,</u> 275 A.2d 53 (Pa. 1971).....	45
<u>Birchall v. Countrywide Home Loans, Inc.,</u> No. 08-2447, 2009 WL 3822201 (E.D.P.A. Nov. 12, 2009)	12, 55

<u>Bochetto v. Gibson,</u> 860 A.2d 67 (Pa. 2004)	45
<u>Bologna v. Allstate Ins. Co.,</u> 138 F. Supp. 2d 310 (E.D.N.Y. 2001)	80
<u>Bougher v. Univ. of Pittsburgh,</u> 882 F.2d 74 (3d Cir. 1989).....	63
<u>Close v. Edison (In re Close),</u> No. 93-17145-DWS, 2003 WL 22697825 (Bankr. E.D. Pa. Oct. 29, 2003)	42
<u>Commonwealth of Pa. v. Sch. Dist. of Phila.,</u> 562 A.2d 313 (Pa. 1989)	28
<u>Corestates Bank, N.A. v. Cutillo,</u> 723 A.2d 1053 (Pa. Super. Ct. 1999).....	48
<u>Corsello v. Lincare, Inc.,</u> 428 F.3d 1008 (11th Cir. 2005)	87
<u>Cortez v. Keystone Bank, Inc.,</u> No. 98-2457, 2000 WL 536666 (E.D. Pa. May 2, 2000).....	36, 38, 40
<u>Cunningham v. McWilliams,</u> 714 A.2d 1054 (Pa. Super. Ct. 1998).....	20
<u>Delta Educ., Inc. v. Langlois,</u> 719 F. Supp. 42 (D.N.H. 1989).....	85
<u>Ericson v. Syracuse Univ.,</u> 35 F. Supp. 2d 326 (S.D.N.Y. 1999).....	78
<u>Ertel v. Patriot-News Co.,</u> 674 A.2d 1038 (Pa. 1996)	19
<u>Etoll, Inc. v. Elias/Savion Adver., Inc.,</u> 811 A.2d 10 (Pa. Super. Ct. 2002).....	34, 35
<u>Fed. Savs. & Loan Assoc. of Erie v. McAfee,</u> 15 Pa. D. & C.3d 287 (Erie Cty. Ct. 1980)	55
<u>Ferrer v. Trs of Univ. of Pa.,</u> 825 A.2d 591 (Pa. 2002)	49
<u>First Capital Asset Mgmt., Inc. v. Satinwood, Inc.,</u> 385 F.3d 159 (2d Cir. 2004).....	68

<u>Fisher v. Hill,</u> 81 A.2d 860 (Pa. 1951)	27
<u>Forman v. Cheltenham Nat’l Bank,</u> 502 A.2d 686 (Pa. Super. Ct. 1985)	34
<u>Gabriel v. O’Hara,</u> 534 A.2d 488 (Pa. Super. Ct. 1987)	41
<u>George H. Althof, Inc. v. Spartan Inns of Am., Inc.,</u> 441 A.2d 1236 (Pa. Super. 1982)	28
<u>Giordano v. Ridge,</u> 737 A.2d 350 (Pa. Commonw. Ct. 1999), <u>aff’d</u> , 753 A.2d 1277 (2000)	38
<u>Glazer v. Chandler,</u> 200 A.2d 416 (Pa. 1964)	35
<u>Gordon v. Palumbo,</u> No. 07	80
<u>Greenberg v. Aetna Ins. Co.,</u> 235 A.2d 576 (Pa. 1967)	46
<u>Growall v. Maietta,</u> 931 A.2d 667 (Pa. Super. Ct. 2007)	41
<u>Gulnac v. S. Butler Cnty. Sch. Dist.,</u> 587 A.2d 699 (Pa. 1991)	29
<u>Harris v. Easton Publ’g Co.,</u> 483 A.2d 1377 (Pa. Super. Ct. 1984)	44
<u>Hart v. Arnold,</u> 884 A.2d 316 (Pa. Super. Ct. 2005)	65
<u>Hecht v. Commerce Clearing House, Inc.,</u> 897 F.2d 21 (2d Cir. 1990)	84
<u>Heffernan v. HSBC Bank USA,</u> No. 99cv07981, 2001 WL 803719 (E.D.N.Y. Mar. 29, 2001)	73, 77, 78, 85
<u>Holloway v. Bristol–Myers Corp.,</u> 485 F.2d 986, 987 (D.C. Cir.1973)	64
<u>Hopkins v. Albee York Homes, Inc.,</u> 42 Pa. D. & C. 2d 211 (Pa. Ct. Com. Pl. York Co. 1967)	24

<u>Hospicomm, Inc. v. Fleet Bank, N.A.,</u> 338 F. Supp. 2d 578 (E.D. Pa. 2004)	36, 40
<u>In re Adelphia Commc'ns Corp.,</u> 359 B.R. 54 (Bankr. S.D.N.Y. 2006)	61
<u>In re Alper Holdings USA,</u> No. 07-12148 (BRL), 2008 Bankr. LEXIS 86 (Bankr. S.D.N.Y. Jan. 15, 2008), <u>aff'd</u> , 398 B.R. 736 (S.D.N.Y. 2008)	60
<u>In re Berry,</u> 11 B.R. 886 (Bankr. W.D. Pa. 1981)	24
<u>In re Cushman Bakery,</u> 526 F.2d 23 (1st Cir. 1975)	81
<u>In re DJK Residential, LLC,</u> 416 B.R. 100 (Bankr. S.D.N.Y. 2009)	60, 61
<u>In re Leach,</u> 10-449, 2010 WL 3038794 (W.D. Pa. June 23, 2010)	24
<u>In re Lehman Brothers Holdings Inc.,</u> No. 08-13555 (JMP), 2010 Bankr. LEXIS 4147 (Bankr. S.D.N.Y. Nov. 10, 2010)	18
<u>In re Minbatiwalla,</u> 424 B.R. 104 (Bankr. S.D.N.Y. 2010)	17
<u>In re Mortg. Elec. Registration Sys. (MERS) Litig.,</u> No. MDL 09-2119-JAT, 2011 WL 4550189 (D. Ariz. Oct. 3, 2011)	33, 82
<u>In re Rockefeller Ctr. Props. Secs. Litig.,</u> 311 F.3d 198 (3d Cir. 2002)	87
<u>Indus. Packaging Prods. Co. v. Fort Pitt Packaging Int'l, Inc.,</u> 399 Pa. 643, 161 A.2d 19 (Pa. 1960)	81
<u>In re Porter,</u> 374 B.R. 471 (Bankr. D. Conn. 2007)	17
<u>Ira G. Steffy & Son, Inc. v. Citizens Bank of Pa.,</u> 7 A.3d 278	31, 32
<u>Jones v. ABN AMRO Mortg. Grp., Inc.,</u> 551 F. Supp. 2d 400 (E.D. Pa. 2008)	63
<u>Jones v. Liberty Bank & Trust Co.,</u> 461 F. App'x 407 (5th Cir. 2012)	77

<u>Jubelirer v. Mastercard Int’l, Inc.,</u> 68 F. Supp. 2d 1049 (W.D. Wis. 1999)	78
<u>Kimmel v. Phelan Hallinan & Schmieg, PC,</u> 847 F. Supp. 2d 753 (E.D. Pa. 2012)	83
<u>Kottler v. Deutsche Bank AG,</u> 607 F. Supp. 2d 447 (S.D.N.Y. 2009).....	72, 73
<u>Lancellotti v. Thomas,</u> 491 A.2d 117 (Pa. Super. Ct. 1985).....	56, 60
<u>Lal v. Ameriquet Mortg. Co.,</u> 858 A.2d 119 (Pa. Super. Ct. 2004).....	41
<u>Landau v. W. Pa. Nat’l Bank,</u> 282 A.2d 335 (Pa. 1971)	20, 21
<u>LaSalle Nat’l Bank v. Duff & Phelps Credit Rating Co.,</u> 951 F. Supp. 1071 (S.D.N.Y. 1996).....	74
<u>Livonia Prop. Holdings, L.L.C. v. 12840-12976 Farmington Rd. Holdings, L.L.C.,</u> 717 F. Supp. 2d 724 (E.D. Mich. 2010), <u>aff’d</u> , 399 F. App’x 97 (6th Cir. 2010), <u>cert.</u> <u>denied</u> , 131 S.Ct. 1696 (2011)	82
<u>Lum v. Bank of Am.,</u> 361 F.3d 217 (3d Cir. 2004).....	68, 78, 83, 86
<u>Lundy v. Catholic Health Sys. Of Long Island Inc.,</u> 711 F.3d 106 (2d Cir. 2013).....	78, 80
<u>Lyon Fin. Servs. v. Woodlake Imaging, LLC,</u> No. 04-cv-3334, 2005 U.S. Dist. LEXIS 2011 (E.D. Pa. Feb. 9, 2005)	42
<u>Magness v. Walled Lake Credit Bureau, LLC,</u> No. 12-6586, 2013 WL 1311093 (E.D. Pa. Apr. 1, 2013).....	42
<u>McClure Enters., Inc. v. Fellerman,</u> No. 06-353, 2007 U.S. Dist. LEXIS 35374 (M.D. Pa. May 15, 2007).....	69, 70
<u>McLaughlin v. Anderson,</u> 962 F.2d 187 (2d Cir. 1992).....	78
<u>Merion Spring Co. v. Muelles Hnos. Garcia Torres, S.A.,</u> 462 A.2d 686 (Pa. 1983)	49
<u>Milburn v. Blackfrica Promotions, Inc.,</u> 392 F. Supp. 434 (S.D.N.Y.1974).....	85

<u>Mills v. Polar Molecular Corp.</u> , 12 F.3d 1170 (2d Cir. 1993).....	78
<u>Monaco v. Montgomery Cab Co.</u> , 208 A.2d 252 (Pa. 1965)	27
<u>Morse v. Lower Merion Sch. Dist.</u> , 132 F.3d 902 (3d Cir. 1997).....	63
<u>Murphy v. FDIC</u> , 408 Fed. Appx. 609 (3d Cir. 2010).....	37
<u>N.Y. Elec. & Gas Corp. v. Westinghouse Elec. Corp.</u> , 564 A.2d 919 (Pa. Super. Ct. 1989).....	38
<u>New York Guardian Mortg. Corp. v. Dietzel</u> , 524 A.2d 951 (Pa. Super. 1987).....	12
<u>Nikole, Inc. v. Klinger</u> , 603 A.2d 587 (Pa. Super. Ct. 1992) appeal denied, 535 Pa. 660, 634 A.2d 223	58, 59, 60
<u>Ocasio v. Ocwen Loan Servicing, LLC</u> , No. 07-cv-5410, 2009 U.S. Dist. LEXIS 20260 (E.D. Pa. Mar. 13, 2009)	42
<u>Oum v. Wells Fargo, N.A.</u> , 842 F. Supp. 2d 407 (D. Mass. 2012)	32
<u>Parrino v. Swift</u> , No. 06-0537(DRD)(SDW), 2006 WL 1722585 (D.N.J. June 19, 2006)	69, 70
<u>Pawlowski v. Smorto</u> , 588 A.2d 36 (Pa. 1991)	45
<u>Perkins v. State Farm Ins. Co.</u> , 589 F. Supp. 2d 559 (M.D. Pa. 2008)	35
<u>Peterson v. GMAC Mortg., LLC</u> , No. 11-11115-RWZ, 2011 WL 5075613 (D. Mass. Oct. 25, 2011)	82
<u>Pharr v. Evergreen Gardens, Inc.</u> , No. 03-cv-5520(HB), 2004 WL 42262 (S.D.N.Y. Jan. 7, 2004).....	85
<u>Phico Ins. Co. v. Presbyterian Med. Serv. Corp.</u> , 663 A.2d 753 (Pa. Super. Ct. 1995).....	35
<u>Pittsburgh Constr. Co. v. Griffith</u> , 834 A.2d 572 (Pa. Super. Ct. 2003).....	34

<u>Plum Prop. Assocs., Inc. v. Mineral Trading Co.,</u> No. 09-cv-1059, 2009 U.S. Dist. LEXIS 119834 (W.D. Pa. Dec. 23, 2009)	69
<u>Post v. Mendel,</u> 507 A.2d 351 (Pa. 1986)	46
<u>R.W. v. Manzek,</u> 888 A.2d 740 (Pa. 2005)	40
<u>Raffaele v. Designers Break, Inc.,</u> 750 F. Supp. 611 (S.D.N.Y.1990).....	85
<u>Reardon v. Allegheny Coll.,</u> 926 A.2d 477 (Pa. Super. Ct. 2007)	65
<u>Reves v. Ernst & Young,</u> 507 U.S. 170 (1993).....	74, 75, 76
<u>Richmond v. McHale,</u> 35 A.3d 779.....	46
<u>Riverwoods Chappaqua Corp. v. Marine Midland Bank, N.A.,</u> 30 F.3d 339 (2d Cir. 1994).....	72, 76, 83
<u>Rose v. Bartle,</u> 871 F.2d 331 (3d Cir. 1989).....	84
<u>Rousseau v. City of Phila.,</u> 514 A.2d 649 (Pa. Commw. Ct. 1986)	40
<u>Russeck v. Shapiro,</u> 84 A.2d 514 (Pa. Super. Ct. 1951).....	25
<u>Salinas v. United States,</u> 522 U.S. 52 (1997).....	84
<u>Sanderson v. HCA – The Healthcare Co.,</u> 447 F.3d 873 (6th Cir. 2006)	89
<u>Sarsfield v. CitiMortgage, Inc.,</u> 707 F. Supp. 2d 546 (M.D. Pa 2010)	65
<u>Sedima S.P.R.L. v. Imrex Co.,</u> 473 U.S. 479 (1985).....	68
<u>Seville Indus. Mach. Corp. v. Southmost Mach. Corp.,</u> 742 F.2d 786 (3d Cir. 1984).....	69, 70, 72

<u>Shamon v. Bank of America, N.A.,</u> No. 11-15344, 2012 WL 666843 (E.D. Mich. Feb. 29, 2012).....	32
<u>Shuster v. Pa. Turnpike Comm’n,</u> 149 A.2d 447 (1959)	32
<u>Signal Consumer Discount Co. v. Babuscio,</u> 390 A.2d 266 (Pa. Super. 1978).....	12
<u>Sinclair v. Hawke,</u> 314 F.3d 934 (8th Cir. 2003)	77
<u>Smith v. Berg,</u> 247 F.3d 532 (3d Cir. 2001).....	84
<u>Smith v. Griffiths,</u> 476 A.2d 22 (Pa. Super. Ct. 1984).....	45
<u>Smith v. Lambert,</u> No. C-48-CV-2011-1478, 2011 WL 7758346 (Pa. Ct. Com. Pl. Apr. 5, 2012)	35
<u>Spagnol Enters., Inc. v. Penn Lear Dev. Corp. (In re Spagnol Enters., Inc.),</u> 81 B.R. 337 (W.D. Pa.1987).....	56, 60
<u>Spool v. World Child Int’l Adoption Agency,</u> 520 F.3d 178 (2d Cir. 2008).....	78
<u>Strausser v. PRAMCO,</u> 944 A.2d 761 (Pa. Super. Ct. 2008).....	35
<u>U.S. Bank N.A. v. Mallory,</u> 982 A.2d 986 (Pa. Super. Ct. 2009).....	23
<u>United States ex rel. Clausen v. Lab. Corp. of Am., Inc.,</u> 290 F.3d 1301 (11th Cir. 2002)	89
<u>United States ex rel. Karvelas v. Melrose-Wakefield Hosp.,</u> 360 F.3d 220 (1st Cir. 2004).....	89
<u>United States ex rel. Le Blanc III v. ITT Indus., Inc.,</u> 492 F. Supp. 2d 303 (S.D.N.Y. 2007).....	86
<u>United States ex rel. Schmidt v. Zimmer, Inc.,</u> 386 F.3d 235 (3d Cir. 2004).....	87
<u>United States ex rel. Thompson v. Columbia/HCA Healthcare Corp.,</u> 125 F.3d 899 (5th Cir. 1998)	89

<u>U.S. Fire Ins. Co. v. United Limousine Serv., Inc.,</u> 303 F. Supp. 2d 432 (S.D.N.Y. 2004).....	74
<u>United States v. Turkette,</u> 452 U.S. 576 (1981).....	69, 72
<u>Univ. of Md. at Balt. v. Peat, Marwick, Main & Co.,</u> 996 F.2d 1534 (3d Cir. 1993).....	74, 75
<u>Valley Forge Towers S. Condo. Ass’n v. Ron-Ike Foam Insulators, Inc.,</u> 574 A.2d 641 (Pa. Super. Ct. 1990).....	41
<u>Vino 100, LLC v. Smoke on the Water, LLC,</u> No. 09-4983, 2012 WL 1071174 (E.D. Pa. Mar. 30, 2012)	64
<u>Vives v. Rodriguez,</u> 846 F. Supp. 2d 507 (E.D. Pa. 2012)	65
<u>Vogel v. W.T. Grant Co.,</u> 327 A.2d 133 (Pa. 1974)	44
<u>Ward v. Sec. Atl. Mortg. Elec. Registration Sys. Inc.,</u> 858 F. Supp. 2d 561 (E.D.N.C. 2012).....	32
<u>Ware v. Rodale Press, Inc.,</u> 322 F.3d 218 (3d Cir. 2003).....	48, 49
<u>Waslow v. Pa. Dep’t of Educ.,</u> 984 A.2d 575 (Pa. Commw. Ct. 2009)	29
<u>Werwinski v. Ford Motor Co.,</u> 286 F.3d 661 (3d Cir. 2002).....	35, 39
<u>WestLB AG v. BAC Fla. Bank,</u> 912 F. Supp. 2d 86 (S.D.N.Y. 2012).....	61
<u>Widmer Eng’g Inc. v. Dufalla,</u> 837 A.2d 459 (Pa. Super. Ct. 2003)	55, 58, 59
<u>Wisniewski v. Rodale, Inc.,</u> 510 F.3d 294 (3d Cir. 2007).....	46
<u>Yount v. Pa. Dep’t of Corrections,</u> 966 A.2d 1115 (Pa. 2009)	19
<u>Zhu v. First Atl. Bank,</u> No. 05-cv-96(NRB), 2005 WL 2757536 (S.D.N.Y. Oct. 25, 2005).....	74

STATUTES

13 P.S. § 3205(b)	22
13 P.S. § 3301	22, 23
41 P.S. §§ 101, 403(a).....	25
73 P.S. § 201-9.2.....	41
11 U.S.C. § 101(5)	16
11 U.S.C. § 502(b)(1)	16
12 U.S.C. § 2615.....	55
18 U.S.C. § 1961(4)	69
18 U.S.C. § 1961(5)	76
18 U.S.C. § 1962(c)	68
18 U.S.C. § 1962(d)	68, 83
31 U.S.C. § 3729.....	86
31 U.S.C. § 3729(a)(1)(A)	87
31 U.S.C. § 3729(a)(1)(B)	87
31 U.S.C. § 3729(a)(1)(C)	87
31 U.S.C. § 3729(a)(1)(G)	87
31 U.S.C. § 3729(c)	89
31 U.S.C. § 3730.....	86
31 U.S.C. § 3730(b)(2)	86
31 U.S.C. § 3730(d)	86
42 U.S.C. § 1983.....	62
7 Pa. Const. Stat. Ann. § 6703	47
7 Pa. Const. Stat. Ann. § 1504	47
73 Pa. Const. Stat. Ann. § 2270.3	42

OTHER AUTHORITIES

6 Am. Jur. 2d Assignments § 2	32
6 Am. Jur. 2d Assignments § 1	31
17 Am. Jur. 2d, § 365.....	56
6A C.J.S. Assignments § 132.....	33
7 Stephanie A. Giggetts, Summary of Pennsylvania Jurisprudence § 21:26 (2d ed. 2009)	23
Milton R. Friedman, Friedman On Contracts & Conveyances Of Real Property, § 6:1:5	81
Murray on Contracts § 226	49
Pa. Const. Art. I § 10.....	63
Pa. R. Civ. P. 1024.....	27
Pa. R. Civ. P. 1024(a)	81
Pa. R. Civ. P. 1026.....	27
Pa R. Civ. P. 1028(a)(2).....	27
Pa. R. Civ. P. 1032.....	27
Pa. R. Civ. P. 1035.2.....	19
Pa. R. Civ. P. 1061(b)	31
Pa. R. Civ. P. 1061(b)(2).....	30
Pa. R. Civ. P. 1142.....	23
Pa. R. Civ. P. 1147	21
Pa. R. Civ. P. 1147(a)(1)-(6).....	19
Rest. 2d Torts § 652E.....	44
Restatement (Second) of Contracts § 229.....	59
Restatement (Second) of Contracts § 235(2)	55
Restatement (Second) of Contracts § 352.....	49
Rest. 2d Torts § 652D	44

**TO THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE:**

The ResCap Borrower Claims Trust (“**Borrower Trust**”), as successor in interest to Residential Capital, LLC (“**ResCap**”) and its affiliated debtors in the above-captioned chapter 11 cases (“**Chapter 11 Cases**”) (collectively, “**Debtors**”) with respect to borrower claims hereby files this objection (“**Objection**”), seeking to disallow and expunge proof of claim number 5257 (“**Taggart Claim**”) filed by Kenneth Taggart (“**Claimant**”) against Debtor ResCap pursuant to section 502(b) of title 11 of the United States Code (“**Bankruptcy Code**”) and Rule 3007(a) of the Federal Rules of Bankruptcy Procedure (“**Bankruptcy Rules**”) on the ground that the Taggart Claim fails to state a claim against the Debtors. The Borrower Trust seeks entry of an order, substantially in the form attached hereto as Exhibit 1 (“**Proposed Order**”), granting the requested relief. In support of the Objection, the Borrower Trust submits the Declaration of Lauren Graham Delehey (“**Delehey Decl.**”), attached hereto as Exhibit 2, and the Declaration of Dan Hall (“**Hall Decl.**”), attached hereto as Exhibit 3, and respectfully represents as follows:

JURISDICTION, VENUE AND STATUTORY PREDICATE

1. This Court has jurisdiction over this Objection under 28 U.S.C. § 1334. This matter is a core proceeding under 28 U.S.C. § 157(b). Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicate for the relief requested herein is section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007(a).

PRELIMINARY STATEMENT¹

3. The Taggart Claim, asserted in the amount of \$450 million, is by far the single largest unreconciled claim asserted against the Borrower Trust. The Taggart Claim stems from

¹ Capitalized terms used in this Preliminary Statement shall have the meanings ascribed to such terms below.

the 2008 refinancing of a mortgage note covering one of Claimant's multi-unit investment properties and the subsequent initiation of a foreclosure proceeding in 2009 related to that property. After the commencement of the 2009 foreclosure proceeding, Claimant embarked upon an unrelenting effort to impede the foreclosure proceeding by filing his multiple counterclaims, four complaints in other courts, multiple motions before this Court, and at least two requests in the foreclosure proceeding to stay that proceeding as a result of the initiation of the Debtors' Chapter 11 Cases. Although asserting more than sixty claims for relief in his numerous lawsuits and counterclaims related to GMACM's alleged lack of standing to foreclose and alleged violations of consumer protection laws,² the gravamen of Claimant's allegations is that he was improperly charged for lender placed insurance, and that his refusal to make any subsequent payments that included the cost of the lender placed insurance set off a series of events leading to what Claimant alleges was a wrongful foreclosure.

4. As demonstrated below, even accepting Claimant's allegations as true for purposes of this Objection, Claimant has failed to demonstrate an entitlement to a claim in the Debtors' Chapter 11 Cases. Initiation of the foreclosure proceeding was proper under Pennsylvania law, and was the result of Claimant's failure to make his mortgage payments for extended periods of time. Indeed, even after the allegedly wrongful application of lender placed insurance and Claimant's initial payment default under his mortgage documents, upon Claimant's request that the account not be referred to foreclosure, GMACM offered to Claimant and Claimant accepted a Repayment Plan that would have permitted Claimant to catch up on his delinquent mortgage payments and avoid foreclosure. Rather than becoming current, however, Claimant once again breached his payment obligations and GMACM thereafter initiated a

² Claimant's original counterclaim in the foreclosure proceeding contained thirty-two alleged counterclaims, but as described *infra*, was subsequently reduced to ten alleged counterclaims.

foreclosure proceeding. Thus, even accepting Claimant's allegations as true, it was his prolonged payment breaches on at least two separate occasions that rendered his account increasingly delinquent and caused GMACM to properly initiate a foreclosure proceeding to protect its interests.

5. Among other failings, the Taggart Claim lacks any allegations identifying any contractual obligation that GMACM allegedly breached by its allegedly improper and temporary imposition of lender placed insurance on his investment property. This failure of the Taggart Claim's core allegations to assert any claim upon which relief can be granted cannot be remedied through Claimant's assertion of myriad iterations of the same and related claims scattered throughout numerous complaints and counterclaims in at least three different courts. Instead, as demonstrated below, GMACM's initiation of a foreclosure proceeding was proper and was the result of Claimant's failure to timely make his mortgage payments. Duplicating and repackaging these allegations simply forced the Debtors, and now the Borrower Trust, to expend immense resources and prepare an extensive and all-too-lengthy objection (responding to four separate complaints) demonstrating that the Taggart Claim must be disallowed and expunged in its entirety.

BACKGROUND

I. General Overview

6. On May 14, 2012, each of the Debtors filed a voluntary petition in this Court for relief under chapter 11 of the Bankruptcy Code. These Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b).

7. On December 11, 2013, the Court entered its *Order Confirming Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC et al. and the Official Committee of Unsecured Creditors* [Docket No. 6065] ("**Confirmation Order**") approving the terms of the

chapter 11 plan, as amended (“**Plan**”), filed in these Chapter 11 Cases. On December 17, 2013, the Effective Date (as defined in the Plan) of the Plan occurred, and, among other things, the Borrower Trust and the ResCap Liquidating Trust were established [See Docket No. 6137].

8. On August 29, 2012, this Court entered an order establishing November 9, 2012 as the deadline for filing proofs of claim in the Chapter 11 Cases [Docket No. 1309]. On November 7, 2012, the Court entered an order extending the general claims bar date to November 16, 2012 at 5:00 p.m. [Docket No. 2093].

II. The Proof of Claim

9. On November 15, 2012, Claimant filed the Taggart Claim.³ The Taggart Claim includes a one page supplement indicating that Claimant asserts “all claims made” in the following four cases: (i) GMAC Mortgage, LLC v. Taggart, Case No. 2009-25338 (Ct. Cm. Pl., Montgomery Cty.) (“**Foreclosure Action**”) (ii) Taggart v. GMAC Mortgage, LLC, et al., Case No. 12-00415 (WD) (E.D. Pa.) (“**First Federal Action**”); (iii) Taggart v. Montgomery County, et al., Case No. 12-01913 (WD) (E.D. Pa.) (“**Second Federal Action**”); and (iv) Taggart v. GMAC Mortgage, LLC, Case No. 12-01945 (MG) (Bankr. S.D.N.Y.) (“**Adversary Proceeding**” and, collectively with the Foreclosure Action, the First Federal Action and the Second Federal Action, the “**Actions**”), each described further below. Taggart Claim at 2.

10. Purportedly relying upon the claims asserted in the Actions, Claimant asserts a \$450 million claim against ResCap in these Chapter 11 Cases. Taggart Claim at 1.

III. Claimant’s Relationship With the Debtors

A. Loan Origination

11. On or about July 11, 2008, Claimant obtained from LBA Financial Group, LLC a FHA-insured residential income home refinance loan in the original principal amount of

³ A copy of the Taggart Claim is attached as Exhibit 1 to the Delehey Decl.

\$659,648.00, memorialized by a Promissory Note (“**Note**”), Mortgage (“**Mortgage**”) and accompanying loan documentation. See Delehey Decl. ¶ 7. The property subject to the Mortgage is 521 Cowpath Road, Telford, PA 18969 (“**Property**”). See Counterclaim (defined below) ¶ 8; Delehey Decl. ¶ 7. The Mortgage was recorded on July 23, 2008 in the Office of the Recorder of Deeds in Montgomery County.⁴ See Delehey Decl. ¶ 7. The loan was sold and the Mortgage was assigned to GMAC Mortgage, LLC (“**GMACM**”), which Assignment was recorded September 2, 2009.⁵ See Delehey Decl. ¶¶ 7, 10.

B. Hazard Insurance and the Escrow Account

12. The Mortgage required maintenance of a continuous hazard insurance policy insuring all improvements on the Property against all hazards, casualties and contingencies. See Mortgage § 4. A Notice to Borrower, signed by Claimant and dated June 13, 2008 informed Claimant that “[b]efore closing you must provide us with the original [hazard insurance] policy along with a paid receipt for the full first year’s premium.” See Delehey Decl., Exhibit 8. Notwithstanding Claimant’s acknowledgment that he would be required to provide proof of a full year of post-closing hazard insurance, at the July 11, 2008 closing Claimant provided proof of an insurance policy covering the Property only through August 9, 2008, which policy had a yearly premium of \$1,700. See Delehey Decl., Exhibit 9; Hall Decl. ¶ 6, Exhibit 1. Two policies provided separate coverage for two portions of the Property. See Hall Decl. ¶ 6. Policy No. ■■■225 covered the so-called “Side Property” and Policy No. ■■■227 covered the “Front Property.” See id.

13. Because it had not received proof of insurance for any period beyond August 9, 2008 or an invoice for renewal of the existing policy, on or about August 11, 2008 Newport

⁴ A copy of the recorded Mortgage is attached as Exhibit 4 to the Delehey Decl.

⁵ A true and correct copy of the recorded Assignment is attached as Exhibit 5 to the Delehey Decl.

Management Corporation, the entity that monitored mortgages serviced by GMACM for adequate hazard insurance, contacted Claimant's hazard insurance carrier to obtain renewal information. See Hall Decl. ¶¶ 2, 7. After being advised of the relevant renewal details by Claimant's hazard insurance carrier, on or about August 13, 2008 Newport, on behalf of GMACM made a payment in the amount of \$978.00 to renew Policy No. ■■■225 for the Side Property for the policy term of August 9, 2008 to August 9, 2009. See id.

14. On September 16, 2008, Claimant contacted Newport by telephone and thereafter faxed a Declarations statement from his hazard insurance carrier, and requested that GMACM immediately pay the renewal premium for Policy No. ■■■227 for the Front Property in the amount of \$925. See Hall Decl. ¶ 8, Exhibit 2. On September 17, 2008, Newport, on behalf of GMACM paid the renewal premium on Policy No. ■■■227 for the Front Property for the policy term August 9, 2008 to August 9, 2009. See Hall Decl. ¶ 8. However, when Newport updated its records, the renewal premium of \$925 was attributed to the Side Property (Policy No. ■■■225) and not to the appropriate Front Property. See id.

15. On September 29, 2008, Newport spoke to Claimant's hazard insurance carrier and was informed that the hazard insurance on the Property was bifurcated into two policies. See Hall Decl. ¶ 9. As a result, Newport created a separate tracking and monitoring process for Policy No. ■■■227 for the Front Property. See id. However, the prior coverage history for the Front Property, including the September 17, 2008 payment of the \$925 premium for Policy No. ■■■227, was not documented to the newly created tracking and monitoring process for the Front Property. See id. As a result, Newport's records appeared to indicate that there was no insurance coverage at all for the Front Property since the inception of the loan on July 11, 2008. See id. Consequently, on October 9, 2008 Newport, on behalf of GMACM – apparently

believing that the Front Property was not insured – sent Claimant a request for proof of hazard insurance, indicating that “[w]e must have a copy of evidence of insurance coverage with an effective date of July 11, 2008 in order to avoid purchasing lender-placed insurance to protect our interest.” See Hall Decl. ¶ 9, Exhibit 3 & 4. Newport’s records do not indicate receiving a response to the October 9, 2008 letter. See Hall Decl. ¶ 9.

16. On November 23, 2008, Newport, on behalf of GMACM, sent a second letter to Claimant indicating that because it had not received proof of insurance, a lender-placed insurance policy would be obtained “within 60 days of this notice” with an effective date of July 11, 2008 at an annual charge of \$7,261.00. See Hall Decl. ¶ 10, Exhibit 5. The November 23, 2008 letter also informed Claimant that he could “cancel the coverage at any time and replace it with a policy of [his] own.” See Hall Decl. ¶ 10, Exhibit 5. Newport’s records do not indicate receiving a response to the November letter and, as a result, on January 9, 2009, a lender-placed insurance policy (Policy No. [REDACTED]065), paid for by GMACM, was obtained covering the period from July 11, 2008 to July 11, 2009. See Hall Decl. ¶ 10. Claimant was notified of the placement of this insurance policy by letter dated January 11, 2009. See Hall Decl. ¶ 10, Exhibit 6.

17. On or about January 20, 2009, Claimant provided Newport with proof of hazard insurance coverage for the Front Property for the period from August 9, 2008 to August 9, 2009 (which coverage had been paid for by GMACM but not updated to the new tracking process for Policy No. [REDACTED]227), but Claimant did not at that time also provide the proof of coverage for the Front Property for the period from July 11, 2008 to August 9, 2008 (which had been provided at closing, but had not been updated in the new tracking process of Policy No. [REDACTED]227). See Hall Decl. ¶ 11, Exhibit 3. In response, on January 22, 2009, Newport, on behalf of GMACM,

informed Claimant that the lender-placed policy had been cancelled as of August 9, 2008, and that he would receive a partial “refund” in the amount of \$6,684.00. See Hall Decl. ¶ 11; Exhibit 8.⁶

18. Although Newport, on behalf of GMACM, partially cancelled the lender-placed policy and, on January 26, 2009, refunded the \$6,684.00 that had previously been paid by GMACM (see Hall Decl. ¶ 12), the refund had not yet been posted to Claimant’s escrow account by the time a February 9, 2009 escrow account analysis was conducted. See Delehey Decl. ¶ 14, Exhibit 10. As a result, by letter dated February 9, 2009, Claimant was informed that his monthly payment would increase from \$5,401.26 to \$6,609.05 as of April 1, 2009 unless the anticipated escrow deficiency for the year was paid prior to that date. See Delehey Decl. ¶ 14, Exhibit 10, at 2. The letter also indicated that if Claimant paid the anticipated escrow deficiency in advance, his monthly payment commencing on April 1, 2009 would be \$6007.16. See Delehey Decl. ¶ 14, Exhibit 10, at 2.

19. On February 27, 2009 and March 30, 2009, Claimant made his monthly mortgage payments for February and March, respectively, each more than three weeks after their due date on the first of the respective month. See Delehey Decl. ¶ 15, Exhibit 7 at 2.

20. On April 24, 2009, more than three weeks after the due date for Claimant’s April mortgage payment, and more than two months after receiving notification of an increased monthly payment commencing with his April 1, 2009 mortgage payment, Claimant sent a letter to GMACM disputing the amount of his April monthly payment. See Delehey Decl. ¶ 16, Exhibit 7 at 10 (letter received on April 29, 2014), Exhibit 36, at A9 (Claimant’s supplemental answer and counterclaim in the Foreclosure Action, containing a copy of his April 24, 2009

⁶ The remaining \$577.00 for the lender-placed insurance covering the period from loan origination on July 11, 2008 until August 9, 2008 was not refunded until on or about June 14, 2012. See Hall Decl. ¶ 11 n.8.

letter). In that letter, Claimant also indicated that the GMACM website would not accept his attempted payment in the amount that he believed to be the correct payment amount. See Exhibit 36, at A9. By response dated May 5, 2009, GMACM acknowledged Claimant's letter (see Delehey Decl. ¶ 16) and, by May 12, 2009, GMACM had conducted a new escrow analysis and sent Claimant a letter indicating that an adjustment had been made, resulting in a revised monthly payment of \$5,612.25 commencing as of April 1, 2009. See Delehey Decl. ¶ 16, Exhibits 11 & 12. The \$210.99 increase in Claimant's monthly payment resulted from an escrow deficiency caused, in part, by Claimant's failure to provide one year's proof of insurance at closing and the resulting payment by GMACM of premiums on Claimant's prior insurance policies with The Philadelphia Contributorship Insurance Company (Policy Nos. ■■■225 and ■■■227). See Delehey Decl. ¶ 16, Exhibit 12 at 2.

21. By letter dated June 29, 2009, Claimant informed GMACM that he continued to dispute the amount of his payment. See Delehey Decl. ¶ 17, Exhibit 36 at A7 (containing a copy of Claimant's June 29, 2009 letter). GMACM, by responsive letter dated July 15, 2009, provided a copy of the most recent escrow analysis and requested that Claimant identify the entries that he believed needed to be adjusted. See Delehey Decl. ¶ 17, Exhibit 13. GMACM does not have any record of receiving a response to its July 15, 2009 letter. See Delehey Decl. ¶ 17.

22. In the interim, on or about July 9, 2009, GMACM spoke with Claimant by telephone and discussed his account, which was by then past due for April, May, June and July payments. See Delehey Decl. ¶ 22, Exhibit 7 at 7. Claimant and GMACM agreed to set up a Repayment Plan pursuant to which Claimant would pay \$11,224.50 by July 31, 2009, \$12,001.77 on or before August 31, 2009, and \$12,001.78 on or before September 30, 2009. See

Delehey Decl. ¶ 22, Exhibit 7 at 7. Claimant was informed that there would be no grace period with respect to the payments due under the Repayment Plan. See Delehey Decl. ¶ 22, Exhibit 7 at 7. A post-dated payment was set up and, in exchange, GMACM agreed to withhold a referral to foreclosure. See Delehey Decl. ¶ 22, Exhibit 7 at 7.

23. On July 29, 2009, Claimant advised GMACM by telephone that he would not comply with the Repayment Plan and that the reason for his default was that he was self-employed, that his hardship started six months prior and that he could make double payments, but that no payment would arrive until August 15, 2009. See Delehey Decl. ¶ 23, Exhibit 7 at 5. Because Claimant failed to comply with the terms of the Repayment Plan for which he was advised there would be no grace period, GMACM cancelled the repayment plan. See Delehey Decl. ¶ 23, Exhibit 7 at 5.

24. On August 4, 2009, with five months of mortgage payments then due and owing on Claimant's account, GMACM completed and approved a foreclosure referral review. See Delehey Decl. ¶ 24, Exhibit 7 at 5.

25. On August 7, 2009, Claimant requested another repayment plan by phone, but GMAC informed Claimant that the account was in foreclosure, and that a full reinstatement payment would be required to avoid foreclosure. See Delehey Decl. ¶ 25, Exhibit 7 at 4.

26. On August 14, 2009, GMACM commenced the Foreclosure Action. See Delehey Decl. ¶ 26.⁷

IV. The Actions

27. The Actions, described in turn below, collectively assert over thirty causes of action (many duplicative) against the Debtors.⁸

⁷ A true and correct copy of the Complaint in the Foreclosure Action is attached as Exhibit 17 to the Delehey Decl.

A. The Foreclosure Action

28. Because Claimant had defaulted under the Note and Mortgage by failing to make payments as and when due, GMACM instituted the Foreclosure Action. See Delehey Decl. at ¶¶ 24, 26.

29. Claimant filed an Answer and several subsequent counterclaim pleadings, the last of which was his *Amended Answer to Complaint With New Matter and Counterclaim* (the “**Counterclaim**”)⁹ filed on or about January 6, 2014, after the trial Court granted Claimant’s *Motion for Leave to Amend his Answer, New Matter and Counterclaim* filed June 25, 2013.

30. Claimant previously filed a motion with the Court seeking clarification of the impact of the automatic stay and the Supplemental Servicing Order¹⁰ on the Foreclosure Action [Docket No. 263], which at that time involved Claimant’s prior-pending counterclaim pleading comprised of thirty-two separate counts seeking damages from GMACM. Following hearings and additional briefing by the parties, this Court modified the automatic stay to permit the Foreclosure Action “to proceed through resolution of dispositive motion practice, by which the state court in the Foreclosure [Action] will determine the viability of [Claimant’s] alleged

⁸ A table summarizing each of the claims asserted by Claimant in each of the Actions, as well as the alleged statutory or other legal predicate for the claims (where available), is attached hereto as Exhibit 4.

⁹ A true and correct copy of Counterclaim, as filed in the Foreclosure Action, is attached to the Delehey Decl. as Exhibit 21. Notably, the Counterclaim filed January 6, 2014 is not the proposed amended filing attached as Exhibit A to the Motion by which Claimant was granted leave to amend. Delehey Decl. ¶ 29 n.20. The Counterclaim filed January 6, 2014 contains a separate Count XI alleging a violation of a Pennsylvania statute not included in the proposed amended filing. Id.

¹⁰ *See Final Supplemental Order Under Bankruptcy Code Sections 105(a), 362, 363, 502, 1107(a), and 1108 and Bankruptcy Rule 9019 (I) Authorizing the Debtors to Continue Implementing Loss Mitigation Programs; (II) Approving Procedures for Compromise and Settlement of Certain Claims, Litigations and Causes of Action; (III) Granting Limited Stay Relief to Permit Foreclosure and Eviction Proceedings, Borrower Bankruptcy Cases, and Title Disputes to Proceed; and (IV) Authorizing and Directing the Debtors to Pay Securitization Trustee Fees and Expenses* [Docket No. 774].

defenses to foreclosure, and resolution of any appeals of the state court's order in connection therewith." See Docket Nos. 263, 1367 at ¶ 2.¹¹

31. Claimant thereafter retained counsel in the Foreclosure Action and filed the above noted Motion for Leave to Amend the Counterclaim, which the trial court permitted.

32. The Counterclaim seeks compensatory and other damages by way of ten separate counts: Count I (Declaratory Judgment), Count II (Wrongful Foreclosure), Count III (Quiet Title), Count IV (Slander of Title), Count V (Negligence), Count VI (Violations of Pennsylvania's Fair Credit Extension Uniformity Act) ("**FCEUA**"), Count VII (Violation of the Pennsylvania Unfair Trade Practices Act) ("**UTCPL**"), Count IX (Invasion of Privacy/False Light), Count X (Breach of Contract), and Count XI (Violation of Mortgage Property Insurance Coverage Act) ("**MPICA**").¹²

33. The servicing of the Claimant's Note and Mortgage was transferred from GMACM to Ocwen Loan Servicing, LLC, ("**Ocwen**") on or about February 15, 2013 in connection with the closing of the Ocwen transaction, and Ocwen now services the loan.¹³

34. On October 30, 2013, Ocwen, which had taken control of the prosecution of Foreclosure Action as the new servicer of the Note and Mortgage, filed a *Praeipere to Discontinue* the Foreclosure Action ("**Discontinuance**"). See Delehey Decl. ¶ 32, Exhibit 18 at 10. Claimant responded by filing a *Motion to Strike or a Petition to Reinstate* on November 1, 2013, which he thereafter withdrew on February 28, 2014 and, as a result, the Foreclosure Action

¹¹ Notably, Pennsylvania law does not permit counterclaims seeking *in personam* damages to be adjudicated in an *in rem* foreclosure proceeding enforcing a secured interest in property rather than seeking to collect on debt owed. See, e.g., Signal Consumer Discount Co. v. Babuscio, 390 A.2d 266, 270 (Pa. Super. 1978); see also New York Guardian Mortg. Corp. v. Dietzel, 524 A.2d 951, 953 (Pa. Super. 1987) (recognizing that foreclosure actions in PA are *in rem* only and disallowing pursuit of TILA damages asserted by counterclaim); Birchall v. Countrywide Home Loans, Inc., No. 08-2447, 2009 WL 3822201, at *6 (E.D.P.A. Nov. 12, 2009) ("a mortgage foreclosure action, as an action *in rem*, does not allow either party to pursue an action *in personam*, such as an action for damages." (citation omitted)).

¹² There is no "Count VIII."

¹³ A true and correct copy of a recorded Assignment is attached as Exhibit 23 to the Delehey Declaration.

was discontinued. See id. at 10, 11. By virtue of the Discontinuance of the Foreclosure Action, Claimant's pending defensive pleading was converted into offensive claims against GMACM, by which Claimant seeks to recover *in personam* monetary damages from GMACM.

35. On January 27, 2014, GMACM filed a *Motion for a Stay* in the Foreclosure Action because it was the position of GMACM that in light of the filing of the Discontinuance, the Foreclosure Action should have been stayed pending further relief from this Court. See id. at 11.

36. GMACM's *Motion for a Stay* was granted on March 20, 2014. See id. at 12.

37. Pending at the time the State Court granted the stay of the Foreclosure Action were GMACM's Preliminary Objections to the Counterclaim,¹⁴ and Claimant's Preliminary Objections to same, along with a Motion for Sanctions Claimant filed on March 13, 2014, by which he sought sanctions based on GMACM's requests that the trial court stay the case and discovery pending further instruction or relief from this Court. See generally id. at 10-12.

B. The First Federal Action

38. On January 26, 2012, Claimant filed the First Federal Action.¹⁵ In the First Federal Action, Claimant alleges that GMACM improperly increased his monthly payment amount after erroneously placing lender placed insurance on the property. Claimant refused to make what he determined to be an improper payment amount, and GMACM thereafter commenced a foreclosure and reported to HUD's Credit Alert Verification Reporting System that Claimant's FHA-insured mortgage loan was in default. See generally Amended Complaint.

¹⁴ GMACM filed the Preliminary Objections in an abundance of caution to avoid potential default because the trial court had not at that time stayed the action in light of the instant bankruptcy proceedings.

¹⁵ A copy of the Amended Civil Complaint filed in the First Federal Action on March 22, 2012 is attached as Exhibit 25 to the Delehey Declaration (the "**Amended Complaint**"). GMAC Mortgage was not served with the Amended Complaint until May 22, 2012, eight days after the Debtors filed for bankruptcy. Summons at 2, Taggart v. GMAC Mortgage, LLC, Case No. 12-cv-00415-WD (E.D. Pa. June 4, 2012) [ECF No. 12]. A copy of the Summons in the First Federal Action is attached as Exhibit 27 to the Delehey Declaration.

The reported default status allegedly led HUD to remove him from HUD's list of approved appraisers, referred to as the "Appraiser Roster." Id. at 7-8. Claimant sued GMACM, together with the United States of America Department of Housing and Urban Development and the Federal Housing Administration (the latter Defendants hereinafter referred to as the "**Federal Defendants**" or the "**Government**"). See id. The gravamen of the Complaint sounds in a deprivation of property without due process of law. See id.

39. On or about November 26, 2012, the District Court for the Eastern District of Pennsylvania (the "**E.D. PA. Court**") dismissed all but one claim against the Federal Defendants. See Delehey Decl. ¶ 38, Exhibit 28. The E.D. PA. Court allowed a due process claim raising the adequacy of a hearing before HUD officials to proceed. See Delehey Decl. ¶ 38. The Government's Motion to Dismiss that claim was converted into a Motion for Summary Judgment, which was granted August 12, 2013, and judgment was entered in favor of the Federal Defendants. See Delehey Decl. ¶ 38, Exhibit 29.

40. Claimant's appeal of the E.D. PA. Court decisions is currently pending in the United States Circuit Court for the Third Circuit. GMACM advised the Court of Appeals at the outset of the appeal that the bankruptcy stay was still in effect and that GMACM would not be participating in the appeal. Id. at ¶ 39.

41. On April 8, 2014, Claimant moved the E.D. PA. Court for voluntarily dismissal of GMACM without prejudice under Rule 41(B), which the Court granted on April 11, 2014. Id. at ¶ 40. Accordingly, GMACM is no longer a party to the First Federal Action. Id.

C. The Second Federal Action

42. On April 10, 2012, Claimant filed the Second Federal Action against, among others, the Pennsylvania Superior Court and Montgomery County, Pennsylvania. See Delehey Decl. ¶ 41. On May 8, 2012, Claimant amended the complaint in the Second Federal Action to

include claims against GMACM and MERS. Id.¹⁶ There is no actual cause of action asserted though it appears that Claimant may be making claims under the Pennsylvania and United States Constitutions. Id.

43. The claims against all defendants other than GMCM have been dismissed and the case is closed. See Delehey Decl. ¶ 42, Exhibit 33 (dismissal orders). The Second Federal Action remains stayed as to GMACM.

D. The Adversary Proceeding

44. On November 15, 2012, Claimant commenced the Adversary Proceeding in this Court. In the Adversary Proceeding, Claimant asserts claims against GMACM similar to those asserted in prior actions, including claims based on GMACM's alleged "Racketeering and Conspiracy to Commit Fraud-RICO, Fraud, Deceit, Pennsylvania Unfair Trade Practice Act & Consumer Protection Laws, Tortuous Actions, [and] Breach of Contract."¹⁷ See Delehey Decl., Exhibit 34 at 40-77.

45. On February 26, 2013, Claimant filed a "petition to withdraw his complaint" and, on March 4, 2013, the Adversary Proceeding was closed. See Praeipce to Withdraw Adversary Complaint [Docket No. 13].

RELIEF REQUESTED

46. The Debtors file this Objection pursuant to section 502(b) of the Bankruptcy Code, seeking to disallow and expunge in its entirety the Taggart Claim from the Debtors' claims register.

¹⁶ A copy of the Amended Complaint in the Second Federal Action is attached as Exhibit 32 to the Delehey Declaration.

¹⁷ A copy of the Complaint in the Adversary Proceeding is attached as Exhibit 34 to the Delehey Declaration.

OBJECTION

I. The Taggart Claim is Not Properly Asserted Against ResCap

47. Pursuant to section 101 of the Bankruptcy Code, a creditor holds a claim against a bankruptcy estate only to the extent that it has a “right to payment” for the asserted liability. See 11 U.S.C. § 101(5). Likewise, section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that the Court shall allow a claim except to the extent that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured.” 11 U.S.C. § 502(b)(1).

48. Claimant filed the Taggart Claim for \$450 million solely against ResCap. See Delehey Decl., Exhibit 1 at 1. Although referencing “Residential Capital, LLC- GMAC Mortgage, LLC” as the “Name of Creditor,” the only Debtor against which the Taggart Claim was filed is “Residential Capital, LLC, Case No. 12-12020.” Additionally, the only supporting document annexed to the Taggart Claim is a list bearing the caption “Residential Capital, LLC, Case No. 12-12020” and identifying the case numbers of the Actions. See id. at 2. There is no explanation whatsoever as to why the Taggart Claim is properly asserted against ResCap. Indeed, based on the captions of the referenced cases and the allegations in the complaints filed in those cases, the Taggart Claim should not have been filed against ResCap. The Borrower Trust believes that the Taggart Claim is not enforceable against ResCap under any applicable law or agreement. Additionally, the Debtors’ books and records reflect no liability due and owing to Claimant.

49. Accordingly, the Borrower Trust asserts that the Taggart Claim should be disallowed and expunged in its entirety.

II. The Claim is Not Supported by Sufficient Documentation

50. Even though the Borrower Trust believes that the failure of Claimant to file the Taggart Claim against GMACM is by itself sufficient grounds to disallow the Taggart Claim, in the interest of judicial efficiency, the Borrower Trust will assume for the remainder of this Objection that the Taggart Claim was properly filed against GMACM and will state the objections that would be appropriate. Any number of additional grounds exist to disallow the Taggart Claim.

51. The Borrower Trust has determined that the Taggart Claim of \$450 million should also be disallowed and expunged because it lacks sufficient documentation and is not supported by the Debtors' books and records.

52. Although a properly filed proof of claim constitutes *prima facie* evidence of the validity of the claim, Fed. R. Bankr. P. 3001(f), failure to attach the documentation required by Bankruptcy Rule 3001 will result in the loss of the *prima facie* validity of the claim. *Memorandum Opinion and Order Sustaining Objection to Claim 5420 Filed by Vachagan Abed-Stephen and Susie Abed-Stephen* ("Abed-Stephen"), at 10 [Docket No. 6432]; *In re Minbatiwalla*, 424 B.R. 104, 112 (Bankr. S.D.N.Y. 2010); see also Bar Date Order ¶ 5(e).¹⁸

53. Failure to attach sufficient documentation to a proof of claim can result in disallowance of the claim under appropriate circumstances because absent adequate documentation, the proof of claim is not sufficient for the objector to concede the validity of the claim. *Abed-Stephen* at 10-11; *Minbatiwalla*, 424 B.R. at 119, citing *In re Porter*, 374 B.R. 471, 480 (Bankr. D. Conn. 2007).

¹⁸ Paragraph 5(e) of the Bar Date Order provides that "Proofs of claim must (i) be signed by the claimant or by an authorized agent of the claimant; (ii) *include supporting documentation (if voluminous, attach a summary) or an explanation as to why documentation is not available*; (iii) be written in the English language; and (iv) be denominated in lawful currency of the United States." (emphasis added).

54. The Taggart Claim is devoid of any supporting documentation as to its amount and has no basis in the Debtors' books and records. Moreover, although the Taggart Claim asserts a right to interest, he provides no itemization of the interest he asserts is due and provides no basis for his entitlement to interest under the Bankruptcy Code. See Delehey Decl., Exhibit 1 at 1. Instead, Claimant only attached a one page list of case numbers identifying prior lawsuits against GMACM, some of which have now been dismissed. Id. at 2. Further, Claimant does not provide any calculation of the \$450 million claim amount. For these reasons, the Taggart Claim is not prima facie valid. See In re Lehman Brothers Holdings Inc., No. 08-13555 (JMP), 2010 Bankr. LEXIS 4147, at *8 (Bankr. S.D.N.Y. Nov. 10, 2010) (determining that the claims were "so lacking in supporting evidence and logical linkage to the Debtors' cases, they are not entitled to any presumption that they are *prima facie* valid, and the burden of proof has shifted to [claimant]," and further disallowing such claims, noting that they were "founded on pure speculation", Id. at 13); accord Abed-Stephen at 11 (finding alleged claim amount in excess of \$29,000 "wholly unsupported" where claim was asserted in the amount of \$1.75 million, but letter attached to proof of claim detailed only \$29,000 in expenses incurred as a result of Debtor's alleged wrongdoing).

55. Accordingly, the Borrower Trust requests that the Court disallow and expunge the Taggart Claim in its entirety.

III. The Taggart Claim Should be Disallowed to the Extent it Relies on the Counterclaim, Which Fails to Assert a Meritorious Claim

A. GMACM Was Entitled to Foreclose and the Foreclosure Action Was Not Illegal¹⁹

56. In a Pennsylvania mortgage foreclosure action, a foreclosing plaintiff must allege: (1) the parties, dates, and place of record for the mortgage and assignments; (2) a description of the mortgaged land; (3) the claimant's name, address, and interest in the action; (4) a "specific averment of default"; (5) an itemized statement of amount due; and (6) a demand for judgment. Pa. R. Civ. P. 1147(a)(1)-(6). See Beneficial Consumer Discount Co. v. Vukman, 77 A.3d 547, 552 -553 (Pa. 2013) (noting that Rule 1147 itemizes the factual averments required in mortgage foreclosure complaint).

57. The Foreclosure Action satisfied each of the elements for foreclosure under Pennsylvania law and, therefore, GMACM would be entitled to summary judgment. In Pennsylvania, as under the Federal Rules of Civil Procedure, summary judgment should be granted where no genuine issue of any material fact as to a necessary element of the cause of action or defense exists. Pa. R. Civ. P. 1035.2. While "[t]he reviewing court must view the record in a light most favorable to the non-moving party, resolving all doubts as to the existence of a genuine issue of material fact against the moving party," (Yount v. Pa. Dep't of Corrections, 966 A.2d 1115, 1118 (Pa. 2009) (citation omitted)), in order to avoid summary judgment, the non-moving party must produce "sufficient evidence on an issue essential to his case and on which he bears the burden of proof such that a jury will return a verdict in his favor." Ertel v. Patriot-News Co., 674 A.2d 1038, 1042 (Pa. 1996). In a mortgage foreclosure action, summary

¹⁹ As briefed previously, the Counterclaim seeks *in personam* monetary damages, and the majority of the Counterclaim was improperly raised in the *in rem* Foreclosure Action under Pennsylvania law. See Docket No. 969. Because Claimant appears to reassert each of the claims raised in the Counterclaim in the Bankruptcy Court, GMACM will substantively address each Count of the Counterclaim (even though it would not have had to do so prior to the granting of the Discontinuance in the Foreclosure Action).

judgment should be granted where a claimant admits that the mortgage is in default, that he or she failed to make payments required under the mortgage, and the amount of the recorded mortgage. Landau v. W. Pa. Nat'l Bank, 282 A.2d 335, 340 (Pa. 1971); Cunningham v. McWilliams, 714 A.2d 1054, 1057 (Pa. Super. Ct. 1998). Moreover, where a claimant admits these elements, summary judgment is appropriate even if the claimant does not admit the total amount of the current indebtedness. Cunningham, 714 A.2d at 1054; Landau, 282 A.2d at 340, (granting summary judgment in favor of GMACM in foreclosure action even though the claimant did not admit the amount of indebtedness).

58. Claimant admits that he is a party to the Mortgage for the Property located at 521 Cowpath Road, Telford, PA 18969, and that it is an enforceable contract. See, e.g., Counterclaim ¶ 118 (“GMAC is bound by the terms of Plaintiff’s Mortgage.”); Id., ¶ 177 (“The mortgage is an enforceable contract”). Furthermore, even though disputing the escrow calculations, Claimant did effectively affirm the principal debt owing by requesting then entering into a repayment plan. See Delehey Decl. ¶¶ 22-23; Exhibit 7 at 6.

59. As discussed in greater detail *infra*, the escrow disputes do not create a genuine issue of material fact over the alleged default, as would be required to defeat summary judgment. See Landau, 282 A.2d at 340 (finding summary judgment appropriate in a Pennsylvania mortgage foreclosure action where claimant did not admit the amount of indebtedness); Cunningham, 714 A.2d at 1054 (explaining that entry of summary judgment is proper “even if the mortgagors have not admitted the total amount of the indebtedness in their pleadings”).

60. Claimant admits that there has been no payment made since “[s]ometime in 2009” when he “attempted to pay the \$5,401.26, but” GMACM refused to accept “payments [that did]

not include additional escrow amounts for forced placed insurance.” See Counterclaim, ¶¶ 104-107.

61. Claimant alleges that GMACM “increased the monthly amount, without explanation, to \$6,609.09 and then later reduced the amount to \$5,612.25.” See id., ¶ 97.

62. Accordingly, despite his complaints regarding the amounts and timing of escrow charges for taxes and hazard insurance, Claimant’s Counterclaim allegations themselves show that the elements required by the Pennsylvania Supreme Court in the Landau case (Landau, 282 A.2d at 340) entitled GMACM to pursue an *in rem* judgment of foreclosure.

63. Claimant has raised various defenses to GMACM’s entitlement to foreclose which are scattered slipshod throughout various pleadings, none of which overcome the propriety of the underlying basis for the Foreclosure Action. GMACM believes the defenses to be the following (i) whether GMACM has standing to foreclose; (ii) whether the Mortgage is valid despite a reference to a county other than the county in which the property is located; (iii) whether Claimant was properly notified of the default; and (iv) whether the complaint was properly verified. Those issues will be addressed in turn below.

(i) GMACM Had Standing to Foreclose

64. Claimant alleges in various pleadings that GMACM did not have standing to foreclose because the assignment of Mortgage to GMACM was not recorded before the Foreclosure Action was filed. Pennsylvania law does not require the assignment to be filed as a predicate to initiating foreclosure. Pa. R. Civ. P. 1147. In addition, recording an assignment of mortgage does not transfer the interest in the underlying note. That transfer was effectuated here by various endorsements on the Note, discussed below.

65. The Note was sold at or just after closing, and GMACM serviced the loan from that time until the servicing rights were transferred to Ocwen in February of 2013. See Delehey

Decl. ¶¶ 7, 30. In addition, GMACM, through its custodian, maintained physical possession of the original Note and Mortgage at all relevant times. Id. at ¶ 10. While the Note was sold by original lender, LBA Financial Group, LLC (“LBA”), GMACM is nevertheless a “person entitled to enforce” the Note within the meaning of the Uniform Commercial Code.

66. Pursuant to 13 Pa. Const. Stat. Ann. § 3301(1):

“Person entitled to enforce” an instrument means:

(1) the holder of the instrument;

(2) a nonholder in possession of the instrument who has the rights of a holder; or

(3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to section 3309 (relating to enforcement of lost, destroyed or stolen instrument) or 3418(d) (relating to payment or acceptance by mistake).

A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.

13 Pa. Const. Stat. Ann. § 3301. “If an indorsement is made by the holder of an instrument and [does not identify a person to whom it makes the instrument payable], it is a ‘blank indorsement.’” See 13 P.S. § 3205(b). “When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed.” Id. “‘Negotiation’ means a transfer of possession, whether voluntary or involuntary, of an instrument by a person other than the issuer to a person who thereby becomes its holder.” 13 Pa. Const. Stat. Ann. § 3201(a).

67. Here, the Note was sold at or just after closing, and indorsed by original lender LBA Financial Group, LLC to GMAC Bank. See Delehey Decl. ¶ 7. GMAC Bank subsequently endorsed the Note to GMAC Mortgage, LLC, which in turn endorsed the note in blank (see id.) making it bearer paper enforceable by the holder, pursuant to 13 P.S. § 3301,

which states that a person in possession of a note indorsed in blank may enforce it. See 13 P.S. § 3301. The Note was in the possession of GMACM and/or its counsel when the Complaint was filed. See id. As the Note is bearer paper and has been in the possession of GMACM, GMACM was entitled to foreclose.

68. Furthermore, the Pennsylvania Superior Court has held that Pa. R. Civ. P. 1147(a)(1) “does not require that a party have a recorded assignment as a prerequisite to filing a complaint in mortgage foreclosure.” U.S. Bank N.A. v. Mallory, 982 A.2d 986, 993 (Pa. Super. Ct. 2009). Where a mortgage is sold and assigned, recording of the assignment is not a prerequisite to the assignee’s standing to seek enforcement of the mortgage via a mortgage foreclosure action. See id. at 994. This should be the end of the analysis. Nonetheless, in this case, GMACM properly alleged its legal ownership for purposes of enforcing the Mortgage, which was assigned to GMACM on August 17, 2009, received by the Recorder of Deeds on September 2, 2009, and deemed recorded as of October 6, 2009. Delehey Decl. ¶ 7; id., Exhibit 5.

(ii) The Mortgage is Valid and Enforceable Despite a Reference to Bucks County

69. Claimant has also challenged a data entry error on the Mortgage, stating that the Property is in Bucks County, as opposed to Montgomery County. A foreclosure “action may be brought in and only in a county in which the land or a part of the land is located.” Pa. R. Civ. P. 1142. Despite the data entry error citing Bucks County, the Property is sufficiently described, is undisputedly readily located, and the data entry error does not render the Mortgage invalid or unenforceable.

70. A valid mortgage must “describe the property sufficiently to enable it to be located and identified.” 7 Stephanie A. Giggetts, Summary of Pennsylvania Jurisprudence

§ 21:26 (2d ed. 2009). However, courts applying Pennsylvania law have refused to declare invalid mortgages in which the discrepancies in the descriptions were the result of mutual mistake. In re Leach, 10–449, 2010 WL 3038794 at *6-8 (W.D. Pa. June 23, 2010) (holding that the failure to include a description of residential property in a mortgage was the result of mutual mistake and that the failure could be overlooked). Additionally, an effective acknowledgment does not affect the validity of an instrument as between the parties. Hopkins v. Albee York Homes, Inc., 42 Pa. D. & C. 2d 211, 213 (Pa. Ct. Com. Pl. York Co. 1967) (stating that there is no authority which entitles a mortgagor, in an action against his mortgagee, to strike from a record a mortgage which he concedes is valid and effective between them, simply because it bears a defective acknowledgment). Note that a party claiming that a mortgage is invalid generally has the burden of proof on that issue. In re Berry, 11 B.R. 886, 891 (Bankr. W.D. Pa. 1981).

71. Notwithstanding Claimant’s challenges to certain loan origination issues, and his requested relief of rescission, he does not dispute that he signed the Mortgage, and made certain payments pursuant to the Mortgage and Note. Nor has he asserted any other error in the property address or description causing an inability to locate or identify the property. Accordingly, any error is mutual and does not affect the Mortgage’s validity or enforceability.

(iii) GMACM Properly Notified Claimant of Default and of its Intent to Foreclose

72. The mortgage clearly outlines the obligations relating to notice prior to the initiation of foreclosure proceedings. The mortgage provides that if the lender forecloses the security instrument, “notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender.” See Mortgage ¶¶ 13, 18. In accordance with these terms, GMACM sent to Claimant a notice dated June 2, 2009 – more than sixty days prior to

initiating judicial proceedings – informing Claimant that the mortgage was in default and that GMACM intended to foreclose.²⁰ See Delehey Decl. ¶ 20, id., Exhibit 15.

73. In his Counterclaim, Claimant appears to challenge the issuance of proper notice by contending that GMACM sent the foreclosure notice to the wrong address. See Counterclaim ¶¶ 44-50. Claimant avers that “Plaintiff did not plead that it provided the Defendant with of the above notice [of default] and especially, notice of breach, nor did it attach notice of breach to its complaint.” Id. at ¶ 48. This allegation is seemingly premised on the same facts underlying Claimants allegations in his prior counterclaim²¹ that the foreclosure notice was sent to the wrong address. See Third Am. Countercl p. 10. Claimant averred that “GMAC Mortgage failed to update Claimant[']s address change from the April 20, 2009 letter requesting address change.” See Third Am. Countercl p. 8. Claimant thereafter made another request dated May 28, 2009. See Third Am. Countercl p. 9. This letter was acknowledged by GMACM in responsive correspondence dated June 9, 2009. See Delehey Decl. ¶ 11, Exhibit 36, at A16 (containing is a copy of GMACM’s June 9, 2009 letter).

74. Any challenge to the Foreclosure Action premised on allegedly defective notice fails in light of Claimant’s constructive notice of the intention to foreclose. It is well settled that “[p]roof that brings home knowledge of a fact to a person, if he will but use his senses and reasoning faculties, is in a great variety of cases held to be sufficient to affect him with notice.” Beckett v. Laux, 577 A.2d 1341, 1345 (Pa. Super. Ct. 1990) (citing Russeck v. Shapiro, 84 A.2d 514, 515 (Pa. Super. Ct. 1951)). Therefore, it is axiomatic that one who has actual knowledge of

²⁰ Although the notice of foreclosure is titled “Act 6 Notice,” the Pennsylvania pre-foreclosure Act 6 Notice was not technically required in the present matter because Act 6 Notice is only required where the original bona fide principal amount of the mortgage was \$217,873.00 or less. See 41 P.S. §§ 101, 403(a). Accordingly, any argument premised on compliance with these statutory provisions is not applicable. See Anderson Contracting Co. v. Daugherty, 417 A.2d 1227 (Pa. Super. Ct. 1979). Nor is Act 91 applicable, because the Property was not owner occupied at the time of default.

²¹ A true and correct copy of Claimant’s *Third Amended Counterclaims* (without exhibits), as filed in the Foreclosure Action, is attached to the Delehey Declaration as Exhibit 37.

a fact is on notice of that fact. Beckett v. Laux, 577 A.2d at 1345. Notably, Claimant does not aver that he did not receive the notice sent on June 2, 2009 – only that GMACM allegedly used an incorrect mailing address. There is no dispute that Claimant had actual knowledge of the default and intention to foreclosure. In fact, on July 9, 2009, Claimant requested and was granted a repayment plan to avoid foreclosure on the account. See Delehey Decl. ¶¶ 22-24, Exhibit 7 at 7. Claimant had adequate notice, an opportunity to cure, *and* an opportunity to complete a modified repayment plan.

75. Even if Claimant did not have actual knowledge of the default and GMACM's intent to foreclose, GMACM has no record of receiving an April 20, 2009 letter requesting a change of address and, therefore, appropriately served notice at the Property's address. See Delehey Decl. ¶ 11. GMACM does have a record of receiving Claimant's May 28, 2009 letter, and GMACM responded promptly to that letter and honored the request in subsequent correspondence. See id., Exhibit 36, at A16. Unlike almost every other piece of correspondence authored and subsequently produced by Claimant in his various litigations, proof of mailing is conspicuously absent from the copy of the April 20, 2009 letter Claimant has produced. *Compare* Delehey Decl., Exhibit 36, A1 *with* Delehey Decl., Exhibit 35, A2-3, A7-8, A9-14. The lack of any business record reflecting GMACM's receipt of an April 20 letter raises serious doubts as to whether it was sent on or around April 20. In any event, it was not received by GMACM. See Delehey Decl. ¶ 11. Thus, GMACM sent the June 2, 2009 Act 6 notice to the address of record since, because the May 29, 2009 letter was sent via regular mail, GMACM was not alerted to Claimant's new mailing address until after it sent the Act 6 notice. As such, GMACM discharged its contractual obligation to provide notice prior to the initiation of the Foreclosure Action. Accordingly, any challenge to GMACM's notice is unavailing.

(iv) The Verification was Executed and Filed

76. Claimant has alleged that the Foreclosure Action is procedurally improper because the verification of the Complaint was executed by an employee who did not review the averments in the Complaint or any of GMACM's business records in support of those averments. As a threshold matter, any challenge to the Verification of the Complaint (the "**Verification**") filed in the Foreclosure Action must have been asserted by way of a responsive pleading, specifically a preliminary objection pursuant to Pa. R. Civ. P. 1028(a)(2) ("failure of a pleading to conform to law or rule of court...").²² Loosely, a preliminary objection is essentially the Pennsylvania state court version of a motion to dismiss with certain restrictions on the kind of objections or challenges which can be made. Accordingly, Claimant's post-pleading attacks in the Foreclosure Action on the Verification, including motions for fraud upon the State Court, were wholly unavailing because they were not properly asserted, and even if they were, any challenge to the Verification is without merit because the Verification complied with Pennsylvania law.

77. Pursuant to Pa. R. Civ. P. 1024, a verification is proper on information and belief. Therefore, a representative who executes a verification on behalf of a corporate party need not have personal knowledge of the facts. Claimant's several post-pleading attacks on the adequacy of the Verification do not render it inadequate, nor could they be determinative of the merits of the foreclosure. Here, the Verification was executed on information and belief, in compliance

²² While Claimant did file preliminary objections in the Foreclosure Action, which included a challenge to the Verification, he did not do so until February 17, 2012 – nearly two and a half years following the filing of GMACM's Complaint and subsequent to the filing of his Answer and four separate sets of counterclaims. Because preliminary objections are responsive pleadings, the objection is deemed waived if not filed within 20 days of the preceding pleading or within the period of any extension granted. Pa. R. Civ. P. 1026, 1032; Monaco v. Montgomery Cab Co., 208 A.2d 252, 254 n. 1 (Pa. 1965). While the court may, on cause shown or in the interest of justice, extend the filing period or allow late pleadings, PA Rule 1003; Fisher v. Hill, 81 A.2d 860, 863 (Pa. 1951), Claimant offered no just reason to excuse the considerable delay in the filing of his preliminary objection. As such, Claimant has waived any right to object to GMACM's Complaint for failure of the pleading to conform to law or rule on the basis of a defective Verification.

with the Pa Rules of Civil Procedure. Accordingly, any objection to the Verification is without merit.²³

B. Count I of the Counterclaim Seeking Declaratory Judgment is Moot, Requests the Same Relief as Count III Seeking to Quiet Title, and Like Count III, Fails to State a Claim Upon Which Relief May be Granted.

78. Although labeled “Declaratory Judgment,” Count I is merely another iteration of Claimant’s allegations challenging GMACM’s standing to foreclose based on his allegations regarding mortgage assignments and note ownership. Specifically, Claimant seeks declaratory judgment:

- a. that GMACM is not the actual owner/holder of the Note and Mortgage in question and that GMACM did not know whether a default had occurred, or had been declared by the actual owners of the debt evidence[d] by the Mortgage and Note;
- b. that GMACM lacked authority to declare a default or otherwise pursue collection of the debt evidenced by the Note;
- c. that GMACM lacked authority to foreclose on the Property, to sell the Property, or to distribute any proceeds thereof; and
- d. quieting title in favor of Defendant and against GMACM.

Counterclaim ¶¶ 130(a)-(d). Claimant also seeks in this Count compensatory, special, general, and punitive damages, along with attorneys’ fees. *Id.*, ¶ 130(e)-(g).

79. A party seeking declaratory relief “must allege an interest which is direct, substantial and present, and must demonstrate the existence of an actual controversy related to

²³ In any event, the Pennsylvania Supreme Court and Superior Court have held that a verification is a “technical rule of pleading and practice” and “more of a matter of form than substance.” *Commonwealth of Pa. v. Sch. Dist. of Phila.*, 562 A.2d 313, 316 (Pa. 1989) (citations omitted); *see also* *George H. Althof, Inc. v. Spartan Inns of Am., Inc.*, 441 A.2d 1236, 1238 (Pa. Super. 1982) (verification defects are not jurisdictional and, absent prejudice or allegations that the allegations of the Complaint are spurious, will not result in striking of a judgment).

the invasion or threatened invasion of its legal rights.” Waslow v. Pa. Dep’t of Educ., 984 A.2d 575, 580 (Pa. Commw. Ct. 2009).

80. The grant of a declaratory judgment is not a matter of right, but a matter of the court’s discretion. Gulnac v. S. Butler Cnty. Sch. Dist., 587 A.2d 699, 701 (Pa. 1991).

81. Here, the Foreclosure Action was discontinued and Defendant is unable to allege a direct, present interest and demonstrate the existence of an actual controversy sufficient to be entitled to declaratory relief. Accordingly, this Count is moot.

82. Furthermore, this Count is duplicative of Count III seeking to Quiet Title, which also challenges standing and for all the reasons set forth in Section III.D. below, and fully incorporated herein, this Count fails to state a claim upon which relief may be granted.

C. Count II of the Counterclaim (Wrongful Foreclosure) is Moot, Requests the Same Relief as Counts I and III, and Fails To State A Claim Upon Which Relief May Be Granted.

83. Claimant fails to state a viable claim for relief in Count II of the Counterclaim because “Wrongful Foreclosure” is not a valid cause of action in Pennsylvania. Furthermore, the *in rem* foreclosure action was discontinued, and this Count is moot.

84. Even if that were not so, Claimant’s “wrongful foreclosure” Count fails because the allegations are based on his challenges to GMACM’s standing to pursue the foreclosure and allegations that GMACM “did not own the loans or the corresponding notes at the time of the foreclosure.” Counterclaim ¶ 132.

85. Specifically, he alleges that “after the origination and funding of his mortgage loan, it was sold or transferred to investors or other entities and that Plaintiff did not own the loans or the corresponding notes at the time of the foreclosure” and therefore “did not have the right to declare default ... or foreclose on Defendant’s interest in the Property.” Id.

86. He challenges the signing authority of individuals signing documents including “any assignment” and asserts that GMACM “did not have legal authority to foreclose on the Property.” Counterclaim ¶¶ 134-135.

87. In the Counterclaim, Claimant further challenges GMACM’s standing to foreclose in light of Mortgage assignments and changes in servicer. See, e.g., Counterclaim ¶¶ 70-72.

88. While standing is a prerequisite to pursuing a foreclosure, as elsewhere discussed herein, there is currently no foreclosure pending, and GMACM’s alleged lack of standing to foreclose does not constitute a basis for an affirmative, offensive claim against GMACM.

89. Furthermore, and as more fully addressed in Section III.D. below, Claimant’s challenges to GMACM’s standing to foreclose arise from one or more assignments of the Mortgage, the involvement of MERS, and allegations that GMACM did not own the Mortgage when the foreclosure was initiated.

90. Courts have routinely held that a mortgagor lacks standing to challenge the assignment of a mortgage or the pooling and servicing or other third party contractual agreements involving their loans to which the mortgagor is not a party. See infra at Section III.D.

91. Consequently, Count II fails as a matter of law.

D. Count III of the Counterclaim Seeking to Quiet Title Fails To State a Claim Upon Which Relief May be Granted.

92. Pennsylvania Rule of Civil Procedure 1061 states that an action to quiet title may be brought where “an action of ejectment will not lie, to determine any right, lien, title or interest in the land or determine the validity or discharge of any document, obligation or deed affecting any right, lien, title, or interest in land.” Pa. R. Civ. P. 1061(b)(2).

93. Further, an action to quiet title “may be brought ... (3) to compel an adverse party to file, record, cancel, surrender or satisfy of record, or admit the validity, invalidity or discharge of, any document, obligation or deed affecting any right, lien, title or interest in land . . .” Pa. R. Civ. P. 1061(b).

94. In Count III, Claimant alleges that he is the “legal owner of the Property” and “seeks a judicial declaration that the title to the Property is vested in [Claimant] alone and that [GMACM] and each of them be declared to have no interest estate, right, title or interest in the Property” and that GMACM, its “agents and assigns, be forever enjoined from asserting any estate, right title or interest in the Property” – in other words, he “seeks to quiet title against the claims of [GMACM] and anyone else claiming interest in the property.” Counterclaim ¶¶ 138-39, 141.

95. Claimant asserts, among other things, that the Court “should rule that the Property remains Defendant’s property and award consequential damages as proven at trial.” *Id.*, ¶ 143.

96. Claimant’s challenges to GMACM’s standing to foreclose arise from one or more assignments of the Mortgage and alleged non-ownership of the Mortgage when the foreclosure was initiated. However, courts have routinely held that a mortgagor lacks standing to challenge the assignment of a mortgage or the pooling and servicing or other third party contractual agreements involving their loans to which the mortgagor is not a party.

97. An assignment is a contract. 6 Am. Jur. 2d Assignments § 1.

98. A plaintiff lacks standing to assert claims related to a contract if he is neither a party to nor a third-party beneficiary of the subject contract. Ira G. Steffy & Son, Inc. v. Citizens Bank of Pa., 7 A.3d 278, 287-88 (Pa. Super. Ct. 2010) (holding that even if plaintiff could prove defendant’s misconduct, plaintiff did not have standing to challenge the alleged misconduct

because plaintiff was not a party to or a third-party beneficiary of the contract underlying plaintiff's claims). See also Shuster v. Pa. Turnpike Comm'n, 149 A.2d 447, 452 (1959) (one who is not a party to a contract lacks standing to argue that the contract is invalid).

99. Claimant does not allege that he is a party to the Pooling and Servicing Agreement nor to any of the challenged assignments, nor does he, or could he effectively claim to be a third party beneficiary.

100. In order to be afforded third-party beneficiary status, a plaintiff must establish that the parties to the contract "had an intent to benefit the third party through the contract and did, in fact, explicitly indicate this intent in the contract." Ira G. Steffy & Son, Inc., 7 A.3d at 287-88.

101. Nothing in the allegations regarding mortgage assignments suggests that the parties to any assignment intended to benefit Claimant.

102. Further, Claimant does not allege that any assignment of his Mortgage changed his required performance or required his consent to be effective. Nor could he because he had no right to notice of any assignment. See 6 Am. Jur. 2d Assignments § 2 ("an assignment generally requires neither the knowledge nor assent of the obligor, . . . because an assignment cannot change the obligor's performance.").

103. Numerous courts have found that borrowers do not have standing to challenge the validity of assignments of mortgage. See, e.g., Ward v. Sec. Atl. Mortg. Elec. Registration Sys. Inc., 858 F. Supp. 2d 561, 568 (E.D.N.C. 2012) ("Plaintiffs lack standing to challenge the validity of any such assignment [of mortgage]"); Shamon v. Bank of America, N.A., No. 11-15344, 2012 WL 666843, at *1, *3 (E.D. Mich. Feb. 29, 2012) (plaintiff seeking, *inter alia*, to quiet title "lacks standing to contest the assignment because she was not a party to it"); Oum v. Wells Fargo, N.A., 842 F. Supp. 2d 407, 412 (D. Mass. 2012) (plaintiffs seeking, *inter alia*, to

quiet title lacked standing to challenge the validity of the assignments of mortgage); In re Mortg. Elec. Registration Sys. (MERS) Litig., No. MDL 09-2119-JAT, 2011 WL 4550189, at *5 (D. Ariz. Oct. 3, 2011) (even if an assignment of mortgage were voidable, “Plaintiffs, as third-party borrowers, are uninvolved and unaffected by the alleged Assignments, and do not possess standing to assert a claim based on such.”).

104. In short, Claimant has no right to assert grounds which might render the Assignment voidable. See 6A C.J.S. Assignments § 132 (borrower may not assert grounds which may render the assignment voidable “because the only interest or right which an obligor of a claim has in the instrument of assignment is to insure him or herself that he or she will not have to pay the same claim twice.”).

105. Claimant has not stated any basis upon which it is necessary or appropriate to quiet title in the Property, and this is particularly so in light of the Discontinuance.

106. Notwithstanding the prior-pending foreclosure complaint, there is no pending dispute that Claimant is the owner of the Property, and there is accordingly no need for the Court to “rule that the Property remains Defendant’s property” Counterclaim ¶ 143.

107. As otherwise addressed herein, Claimant’s claims do not challenge the validity and enforceability of the Mortgage itself, they merely challenge servicing and assignments of the Mortgage, the latter of which Claimant himself lacks standing to challenge.

108. Because Claimant lacks standing to challenge any assignment of his Mortgage, he cannot proceed to quiet title, particularly where there is no pending challenge to his ownership of the Property.

109. Consequently, Count III fails to state a basis to quiet title.

E. Count IV of the Counterclaim (Slander of Title) Fails to Adequately Plead and State a Claim Upon Which Relief May be Granted.

110. Claimant fails to state a viable claim for relief in Count IV of the Counterclaim. Disparagement of title “is the false and malicious representation of the title” of another’s interest in property. Forman v. Cheltenham Nat’l Bank, 502 A.2d 686, 688 (Pa. Super. Ct. 1985).

111. “In order to prevail in an action for slander of title, a plaintiff must show malice by the defendant Malice may be understood as the lack of good faith belief in the right to publish the allegedly slanderous utterance.” Id. (internal citations omitted).

112. Claimant has not adequately pled this essential element, nor facts that would tend to show malicious intent or lack of good faith with respect to the servicing errors alleged, including initiation of the Foreclosure Action.

113. Rather, Claimant alleges only that GMACM wrongly and without privilege, caused a Notice of Default and Assignment to be recorded against the Property. Counterclaim ¶ 146.

114. Such an averment does not meet the requisite pleading standards, even if considered in light of all his allegations regarding alleged servicing errors and lack of standing to foreclose. Consequently, Count IV fails as a matter of law.

F. Count V of the Counterclaim (Negligence) and Count VII of the Counterclaim (UTCPL) Are Barred By The Gist Of The Action Doctrine.

115. Claimant’s common law and statutory tort claims (Counts V and Count VII) are each barred under the well-recognized gist of the action doctrine.

116. The gist of the action doctrine precludes tort claims arising exclusively out of contract, where the allegedly breached duties are grounded in contract, where liability stems from the contract, or where the tort claim essentially duplicates a breach of contract claim. Pittsburgh Constr. Co. v. Griffith, 834 A.2d 572, 583 (Pa. Super. Ct. 2003); Etoll, Inc. v.

Elias/Savion Adver., Inc., 811 A.2d 10, 12 (Pa. Super. Ct. 2002); see also Glazer v. Chandler, 200 A.2d 416, 418 (Pa. 1964); Phico Ins. Co. v. Presbyterian Med. Serv. Corp., 663 A.2d 753, 757 (Pa. Super. Ct. 1995) (“[A] contract action may not be converted into a tort action simply by alleging that the conduct in question was done wantonly.”).

117. The gist of the action doctrine applies to both claims of intentional torts (such as fraud) and claims of negligence. See Strausser v. PRAMCO, 944 A.2d 761 (Pa. Super. Ct. 2008); Perkins v. State Farm Ins. Co., 589 F. Supp. 2d 559, 568 (M.D. Pa. 2008) (citing Etoll, 811 A.2d at 14-20 (Pa. Super. 2002)).

118. Indeed, the United States Court of Appeals for the Third Circuit has expressly recognized the Pennsylvania Courts’ well established acceptance of the gist of the action doctrine to bar intentional tort claims that overlap with breach of contract claims. Werwinski v. Ford Motor Co., 286 F.3d 661, 681 (3d Cir. 2002) (condoning the district court’s analogy to Pennsylvania’s well established application of the gist of the action doctrine when dismissing intentional tort and statutory fraud claims based on the economic loss doctrine); see also Smith v. Lambert, No. C-48-CV-2011-1478, 2011 WL 7758346 (Pa. Ct. Com. Pl. Apr. 5, 2012).

119. In the Counterclaim, Claimant’s Negligence and UTPCPL counts are unquestionably barred by the “gist of the action” doctrine because the claims therein arise directly out of contractual agreements between the parties, and the alleged violations sound clearly in alleged breach of contract.

120. For example, in Count V claiming Negligence, Claimant alleges that GMACM, “acting as Defendant’s lenders and/or servicers” owed him a duty of care and allegedly breached that duty in the course of servicing and foreclosing on the loan, including by the preparation and recording of false documents and lacking authority to foreclose. See Counterclaim ¶¶ 150-153.

121. However, under Pennsylvania law, a lender's duties to a borrower "ar[i]se solely from the parties' agreement." Cortez v. Keystone Bank, Inc., No. 98-2457, 2000 WL 536666, at *8 (E.D. Pa. May 2, 2000); Hospicomm, Inc. v. Fleet Bank, N.A., 338 F. Supp. 2d 578, 583 (E.D. Pa. 2004); Atkins v. Wachovia Bank, N.A., No. 0948, 2007 WL 5479841, at *9 (Pa. Ct. Comm. Pl. Phila. Co. Dec. 4, 2007).

122. Any of GMACM's duties to Claimant thus arose under contract law and not tort law.

123. Similarly, his UTPCPL count sounds essentially in breach of contract allegations, iterated together with a litany of challenges to GMACM's standing to foreclose and alleging misrepresentations regarding MERS' status as nominee mortgagee (see Counterclaim ¶ 163(h)-(o)), the latter challenges being repeatedly denied or dismissed by courts that routinely hold that borrowers lack standing to challenge assignments and securitization agreements to which the borrower is not a party. See Section III.D., *supra*.

124. In addition to the misrepresentations alleged regarding MERS, the alleged UTPCPL violations include:

- a) "billing and collecting for forced-placed insurance on the Property when in fact Defendant maintained insurance coverage;"
- b) "instituting improper or premature foreclosure proceedings to generate unwarranted fees;"
- c) "executing and recording false and misleading documents;"
- d) "executing and recording documents without the legal authority to do so;"
- e) "failing to disclose the principal for which documents were being executed and recorded;"
- f) "acting as beneficiaries and trustees without the legal authority" to do so;
- g) misrepresenting that GMACM was the real party in interest; ...
- p) initiating foreclosure while "hiding the real party in interest;"
- q) failure to provide a 3-day right of rescission (despite admitted receipt of two TILA disclosures);
- r) filing foreclosure complaint with "robo-signed" verification by Jeffrey Stephan;
- s) improper assignments "by law firm that has an interest in MERS;"
- t) RESPA violation for failure to disclose all fees and

charges; u) violating the Mortgage Property Insurance Coverage Act, 7 P.S. § 6701, et seq.; v) “other deceptive practices.”

Counterclaim ¶ 163.

125. With respect to paragraph 163(c)-(g) of the Counterclaim, these echo the impermissible challenges to assignments and securitization agreements to which Claimant is not a party, and at best these allegations assert a potential defense that GMACM lacked standing to foreclose on the Mortgage. They do not constitute an independent claim for which damages could be awarded.

126. With respect to paragraphs 163(q) and 163(t) of the Counterclaim, alleging loan disclosure deficiencies at origination, GMACM is not the original lender and the UTPCPL “does not impose liability on assignees.” Murphy v. FDIC, 408 Fed. Appx. 609, 611 (3d Cir. 2010) (leave to amend pleadings against assignee of mortgage was properly denied as futile because allegations involved events prior to assignment of mortgage and the UTPCPL does not impose liability on assignees).

127. Finally, as to the remaining UPTCPL allegations, they again raise servicing issues sounding directly in breach of contract and/or as a potential defense to GMACM’s allegation of default.

128. Claimant concedes the contractual gist of his UPTCPL allegations with the concession that “the obligation between the parties is a debt owed **pursuant to the Promissory Note and Mortgage . . .**” Counterclaim ¶ 161 (emphasis added).

129. Indeed, Claimant also elsewhere concedes the contractual nature and foundation of these purportedly UTPCPL claims. For example, he elsewhere specifically alleges that (i) “GMAC is bound by the terms of Plaintiff’s **Mortgage**” (Counterclaim ¶ 118 (emphasis added)); (ii) “Plaintiff **breached** the terms of Defendant’s Mortgage” by charging for backdated

insurance and arranging for kickbacks or commissions (Counterclaim ¶ 121 (emphasis added)); (iii) Plaintiff owed Defendant a duty of good faith and fair dealing by virtue of Plaintiff's **contractual relationship** with Defendant; and (iv) "Defendant is entitled to recover [] damages ... for the foregoing **contractual breaches**" (Counterclaim ¶ 127 (emphasis added)).

130. It is clear that the contractual obligations of the parties are the gist of the action in this case and the Negligence (Count V) and UTPCPL (Count VII) counts are merely reiterations of and/or attempts to recast Claimant's former breach of contract defenses and/or offensive breach of contract claim as tort claims actionable under the UTPCPL.

131. These counts are, therefore, barred by the gist of the action doctrine and accordingly fail to state a claim upon which relief may be granted.²⁴

G. Count V of the Counterclaim (Negligence) and Count VII of the Counterclaim (UTPCPL) Are Barred By The Economic Loss Doctrine.

132. Claimant's tort claims in Counts V and Count VII also fail to state a claim for the additional reason that each is barred by the economic loss doctrine.

133. "The economic loss doctrine provides that no cause of action exists for negligence that results solely in economic damages unaccompanied by physical injury or property damage." Adams v. Copper Beach Townhouse Cmtys., L.P., 816 A.2d 301, 305 (Pa. Super. Ct. 2003); see also N.Y. Elec. & Gas Corp. v. Westinghouse Elec. Corp., 564 A.2d 919, 926 (Pa. Super. Ct. 1989) (observing that the economic loss doctrine bars assertion of negligence claim in situation where parties "enter[ed] into fully integrated contracts . . . [which they] cannot avoid under theories of negligence...."); Cortez, 2000 WL 536666, at *8-9 (finding that economic loss

²⁴ Claimant cannot avoid the gist of the action's preclusion of his Negligence and UTPCPL counts with the conclusory description of GMACM's "acts and practices" as "likely to deceive, constituting a fraudulent business act or practice" and as "unfair or deceptive practice with regard to the collection of debts within the meaning of 73 P.S. § 201-1 et seq." Counterclaim ¶¶ 162; 164. See, e.g., Giordano v. Ridge, 737 A.2d 350, 352 (Pa. Commonw. Ct. 1999), aff'd, 753 A.2d 1277 (2000) (conclusions of law and unwarranted allegations and expressions of opinion are not entitled to deference).

doctrine precludes borrower's negligence claim against lender due to contractual nature of relationship between those parties).

134. The economic loss doctrine has also been applied to UTPCPL claims. See, e.g., Werwinski, 286 F.3d at 681 (holding that the economic loss doctrine precludes UTPCPL claims because "the same policy justifications for applying the doctrine to . . . common law intentional fraud claims support the doctrine's application to . . . UTPCPL claims . . ."). Claimant's claims – demonstrating solely "economic loss" – are expressly barred.

135. Claimant alleges monetary liability. Specifically, for example, Claimant alleges vaguely that he has "suffered, and continues to suffer damages" and requests relief in the form of "actual damages, statutory damages, punitive damages, costs and reasonable attorney fees" in support of his negligence claim. Counterclaim, at 31.

136. With respect to his UTPCPL claim, Claimant avers merely that he "has sustained actual and statutory damages for which Plaintiff is liable[.]" Counterclaim ¶ 159.

137. Missing from these bare allegations is the requisite demonstration of non-economic injury. Consequently, Counts V and VII fail as they are each barred by the "economic loss" doctrine.

H. Count V of the Counterclaim Fails To State A Negligence Claim Because the Lender/Borrower Relationship Does Not Create a Separate Duty Of Care and Claimant Has Failed to Allege Facts to Support Causation.

138. In the alternative, Count V fails because GMACM did not owe Claimant any duties outside of those specified in the contractual Mortgage loan agreements with GMACM and because, notwithstanding the absence of such extra-contractual duties, Claimant has not alleged facts that could demonstrate that GMACM's alleged breaches caused him any damages. This is particularly true here, when there is no allegation to contradict the presumption that the Property

for which no payments have been made in several years still serves as a source of rental income for Claimant.

139. Under Pennsylvania law, the elements of a negligence claim are: (1) a duty or obligation recognized by the law requiring the defendant to conform to a certain standard of conduct for the protection of others against unreasonable risks; (2) defendant's failure to conform to the standard required; (3) a causal connection between the conduct and the resulting injury; and (4) actual loss or damage resulting to the plaintiff. R.W. v. Manzek, 888 A.2d 740, 746 (Pa. 2005).

140. Claimant's negligence claim falls far short of this requisite pleading standard.

141. Claimant alleges that GMACM, "acting as Defendant's lenders and/or servicers, had a duty to exercise reasonable care and skill" and that GMACM "breached its duty of care and skill to [Claimant] in the servicing of [his] loans[.]" Counterclaims at ¶¶ 150-151.

142. As the servicer of Claimant's loan, however, GMACM did not owe Claimant a separate duty of care, beyond any contractual obligations established in the Mortgage documents. See, e.g., Rousseau v. City of Phila., 514 A.2d 649, 652 (Pa. Commw. Ct. 1986); see also Atkins, 2007 WL 5479841, at *9 (observing that "the duty of a financial institution to its customer is a contractual one and not a social one"); Cortez, supra, 2000 WL 536666, at *8 (finding that lender's duties to borrowers arises solely from contract); Hospicomm, supra, 338 F. Supp. 2d at 583 (same).

143. Claimant has not put forth facts sufficient to demonstrate a causal connection between the alleged conduct and any specific injury, but rather makes a conclusory statement that "as a direct and proximate result of the negligence and/or carelessness of Plaintiff as set forth above, Defendant suffered, and continues to suffer damages." Counterclaim at ¶ 154.

144. Claimant has failed to allege the critical elements – duty and causation – to support his claim for negligence. Consequently, Count V fails as a matter of law for this additional reason.

I. Count VI of the Counterclaim (FCEUA) and Count VII of the Counterclaim (UTCPL) Fail To State A Claim as Each is Inapplicable to the Loan Transaction.

145. Counts VI and VII of the Counterclaim fail to state claims against GMACM as neither the FCEUA nor UTCPL apply to commercial transactions, such as the one between Claimant and the original mortgagee LBA, which was an extension of credit secured by an investment property.

146. To recover on a UTCPL claim, “a plaintiff must suffer an ascertainable loss resulting from an ‘unfair or deceptive act’ and have made a ‘purchase . . . primarily for personal, family or household purposes.’” Balderston v. Medtronic Sofamor Danek, Inc., 285 F.3d 238, 240 (3d Cir. 2002) (citing Valley Forge Towers S. Condo. Ass’n v. Ron-Ike Foam Insulators, Inc., 574 A.2d 641, 645 (Pa. Super. Ct. 1990)); see also 73 P.S. § 201-9.2.

147. While the purchase or refinance of a home, condominium, or apartment for residential purposes comes under the protections of the UTCPL, id. at 648 (citations omitted); Gabriel v. O’Hara, 534 A.2d 488, 491-493 (Pa. Super. Ct. 1987), the subject loan was a refinance of two loans securing a three-unit investment property.

148. Courts in Pennsylvania have expressly declined to apply the UTCPL under the exact circumstances. See, e.g., Growall v. Maietta, 931 A.2d 667 (Pa. Super. Ct. 2007) (UTCPL not applicable where Growall testified he purchased the three-unit building as an “investment” and “possibly” to live in); Lal v. Ameriquet Mortg. Co., 858 A.2d 119, 124-125 (Pa. Super. Ct. 2004) (Section 201-9.2 of the UTCPL not applicable to property purchased as an investment property rather than for personal, family, or household purposes).

149. The FCEUA also is limited by statute to loans or extensions of credit “which [are] obtained primarily for personal, family or household purposes...” 73 Pa. Const. Stat. Ann. § 2270.3; see also Ocasio v. Ocwen Loan Servicing, LLC, No. 07-cv-5410, 2009 U.S. Dist. LEXIS 20260, at *9 (E.D. Pa. Mar. 13, 2009) (dismissing FCEUA claim where it was not shown that loan was primarily for personal, family or household purposes); Lyon Fin. Servs. v. Woodlake Imaging, LLC, No. 04-cv-3334, 2005 U.S. Dist. LEXIS 2011 (E.D. Pa. Feb. 9, 2005) (holding loan for business purposes not covered by FDCPA or FCEUA). Claimant fails to allege this necessary condition in bringing his Counterclaims.

150. The loan at issue was of a commercial nature used by Claimant to finance a debt secured by a property containing apartments.

151. As evidenced by the Small Residential Income Property Appraisal Report completed in connection with the origination of the loan, the Property has three rental units. See Delehey Decl., Exhibit 2. Nor do the Counterclaims contradict that the loan was for investment purposes.

152. Thus, the loan cannot be said to be of “personal, family or household purposes” as is required under both the FCEUA and UTPCPL. Consequently, Counts VI and VII fail as a matter of law.

J. Count VI of the Counterclaim (FCEUA) Fails To State A Claim As Consumers Do Not Have A Private Right Of Action Under The FCEUA.

153. Count VI also fails to state a claim because the FCEUA does not contain a private right of action. Close v. Edison (In re Close), No. 93-17145-DWS, 2003 WL 22697825, at *3, n.5 (Bankr. E.D. Pa. Oct. 29, 2003) (“While the UDAP provides a private right of action, 73 P.S. 201–9.2, the FCEUA does not.”); see also Magness v. Walled Lake Credit Bureau, LLC, No. 12-

6586, 2013 WL 1311093, at *4 (E.D. Pa. Apr. 1, 2013) (“The UTPCPL provides a private right of action for FCEUA violations.”).

154. While it is true that the Pennsylvania Legislature made a violation of the provisions of the FCEUA a prohibited act under the UTPCPL, Claimant’s independent claim for an FCEUA violation fails as a matter of law and must be dismissed. Claimant makes a meager attempt to remedy this deficiency by making a broad reference to “73 P.S. § 201.1 et seq.” See Counterclaims at ¶ 158.

155. While this is the citation for the UTPCPL generally, simply inserting the citation into a conclusory paragraph does not remedy the deficiency of the pleading.

156. Furthermore, Claimant’s invocation of the FDCPA as the basis for alleging an FCEUA violation also fails to sufficiently plead or state a cause of action.

157. The FDCPA references in the Amended Counterclaim are comprised of conclusory allegations of unspecified statutory violations, see, e.g., Counterclaim ¶ 69 (reciting numerous prohibited practices under the FDCPA), and repeated challenges to GMACM’s standing to service and or foreclose the Mortgage and alleged omissions in noticing assignments and/or changes in servicer, that do not sufficiently allege actual violations of the FDCPA. See id., ¶¶ 70-74 (challenging GMACM’s standing).

158. As previously set forth supra at Section III.D. and incorporated herein, Claimant lacks standing to challenge the assignment of his Mortgage.

159. For the foregoing reasons, Count VI fails as a matter of law.

K. Count IX of the Counterclaim Fails To Adequately Plead or State A Claim for Invasion of Privacy.

160. Count IX of the Counterclaim fails to state a claim of false light invasion of privacy because: (1) Claimant fails to allege facts establishing that GMACM gave publicity to

private facts; and (2) GMACM's actions taken in the course of litigation or in contemplation of litigation are subject to an absolute judicial privilege.

161. In order to state a claim of false-light invasion of privacy under Pennsylvania law, a plaintiff must allege "(1) publicity, (2) given to private facts, (3) which could be highly offensive to a reasonable person, and (4) which are not of legitimate concern to the public." Harris v. Easton Publ'g Co., 483 A.2d 1377, 1384 (Pa. Super. Ct. 1984); see also Rest. 2d Torts § 652E.

162. "Publicity" for the purposes of a false light invasion of privacy claim requires more than the "publication" required to sustain a claim for defamation. Harris, 483 A.2d at 1384 (citing Rest. 2d Torts § 652D). Rather, it requires that "the matter is made public by communicating it to the public at large, or to so many persons that the matter must be regarded as substantially certain to become one of public knowledge." Id.; Vogel v. W.T. Grant Co., 327 A.2d 133, 137 (Pa. 1974) ("The disclosure . . . must be a public disclosure, and not a private one; there must be, in other words, publicity. It is an invasion of his rights to publish in a newspaper that the plaintiff did not pay his debts, or to post a notice to that effect in a window on the public street, or to cry it aloud in the highway, but not to communicate the fact to the plaintiff's employer, or to any other individual, or even to a small group" (citation omitted)).

163. Notably, it is not clear from the face of the pleadings what, if any, publication forms the basis of this claim. Rather, Claimant's contention appears to be based on the filing of the Foreclosure Action – "[GMACM] illegally called default on the Note upon Defendant." Counterclaim ¶ 171.

164. However, Claimant does not allege that GMACM published any facts regarding Claimant in a newspaper, periodical, or any medium that has any sort of wide circulation among the public.

165. Thus, the “publicity” element is critically absent from the Counterclaim, and consequently, Claimant fails to satisfy the requisite pleading standard.

166. Moreover, to the extent that Claimant’s Count is based on GMACM’s filing of the Foreclosure Action, such action is protected by absolute judicial privilege.

167. “It has long been the law of Pennsylvania that statements made by judges, attorneys, witnesses and parties in the course of or pertinent to any stage of judicial proceedings are absolutely privileged and, therefore, cannot form the basis for liability for defamation.” Pawlowski v. Smorto, 588 A.2d 36, 41 (Pa. 1991); see also Binder v. Triangle Publ’ns, Inc., 275 A.2d 53, 56 (Pa. 1971) (“All communications pertinent to any stage of a judicial proceeding are accorded an absolute privilege which cannot be destroyed by abuse.”). Pennsylvania affords this privilege so that “[a]ll persons involved in a judicial proceeding are encouraged . . . to speak frankly and argue freely without danger or concern that they may be required to defend their statements in a later defamation action.” Smith v. Griffiths, 476 A.2d 22, 24 (Pa. Super. Ct. 1984).

168. For this privilege to apply, the relevant communication must have been: “(1) issued as a matter of regular course of the proceedings; [and] (2) pertinent and material to the proceedings.” Bochetto v. Gibson, 860 A.2d 67, 73 (Pa. 2004).

169. These two factors apply equally to communications made prior to the initiation of judicial proceedings, in which case “the protected communication would need to have been pertinent and material and would need to have been issued in the regular course of preparing for

contemplated proceedings.” Post v. Mendel, 507 A.2d 351, 356 (Pa. 1986). “[T]he existence of the privilege does not depend upon the motive of the defendant in making the allegedly defamatory statement. The privilege is absolute and cannot be destroyed by abuse.” Richmond v. McHale, 35 A.3d 779, 784–85 (Pa. Super. Ct. 2012) (citing Greenberg v. Aetna Ins. Co., 235 A.2d 576 (Pa. 1967)).

170. Again, the only “publication” that appears to be alleged in the Counterclaim is the filing of the Complaint in the Foreclosure Action. However, such may not form the basis of a claim for “false light” – the Complaint, and the statements contained therein, were filed as a matter of regular course where a loan default is alleged, and as such were pertinent and material to the proceedings.

171. Nothing in the Counterclaim can reasonably be construed otherwise. Consequently, Count IX fails as a matter of law.

L. Claimant’s MPICA Claim Should Be Denied and Expunged Because It Does Not Adequately Plead Nor State a Claim Upon Which Relief May Be Granted.

172. Count XI should also be rejected for failing to state a claim upon which relief may be granted. In Count XI of the Counterclaim, Claimant alleges that GMACM’s actions in “ramming forced placed insurance against Defendant violated [the] Mortgage Property Insurance Coverage Act, 7 P.S. § 6701 *et seq.*” Counterclaim ¶ 181. Although the MPICA, 7 P.S. § 6701 *et seq.*, limits the amount of insurance that a mortgage lender can require a borrower to carry on residential property, as set forth below it does not provide a borrower with a private right of action. A private right of action (also termed a private cause of action) has been defined as “the right of an individual to bring suit to remedy or prevent an injury that results from another party’s actual or threatened violation of a legal requirement.” Wisniewski v. Rodale, Inc., 510 F.3d 294, 296 (3d Cir. 2007) (footnotes omitted).

173. MPICA was enacted on July 4, 2008. P.L. 626, no. 51, and consists of three, very brief, subparts (a title, two definitions, and a restriction). The MPICA provides that:

No lender may require a borrower, as a condition of obtaining or maintaining a secured loan, to obtain property insurance coverage which exceeds the replacement value of buildings and structures situate on the land used to secure the loan. A borrower on a loan secured by real property may not be required to insure the value of the land.

7 Pa. Const. Stat. Ann. § 6703.

174. This is the only substantive provision of the MPICA. Nowhere in the statute does the MPICA expressly grant a private right of action for individuals. The Pennsylvania Statutory Construction Act provides that:

In all cases where a remedy is provided or a duty is enjoined or anything is directed to be done by any statute, the directions of the statute shall be strictly pursued, and no penalty shall be inflicted, or anything done agreeably to the common law, in such cases, further than shall be necessary for carrying such statute into effect.

7 Pa. Const. Stat. Ann. § 1504. This provision provides for neither a private right of action, nor a remedy.

175. Even if it did provide a private right of action or defense to the prior-pending foreclosure, which it does not, Claimant has failed to allege facts showing that the statute was violated. The conclusory allegations that GMACM's actions in "ramming forced placed insurance against Defendant" do not allege either the measure of insurance required by GMACM, nor the presumptively lower replacement value that the insurance requirement should not have exceeded under MPICA. Nor do the insurance related allegations in earlier sections of the Counterclaim redeem this failure. Claimant's allegations regarding lender placed insurance refer to unlawful charges imposed despite his proof of coverage, a purported conspiracy to charge Claimant for backdated insurance coverage and to kickbacks or commissions allegedly

paid to GMACM in connection therewith. See, e.g., Counterclaim ¶¶ 90-126. In the context of these allegations, Claimant asserts that he “maintained \$660,000 of hazard insurance on the Property as of July 11, 2008, and notified Plaintiff of same.” Id., ¶ 99. He does not, however, allege how the hazard insurance required by GMACM or imposed by GMACM was in violation of MPICA.

176. Clearly the MPICA claim cannot be pursued by Claimant as an offensive claim against GMACM.

177. Accordingly, Count XI of the Counterclaim must be dismissed.

M. Claimant’s Breach of Contract Claim (Count X) Fails for Failure to Allege Any Damages Caused By GMACM’s Alleged Breach of the Mortgage Contract And Is Otherwise Precluded by Claimant’s Material Breaches of the Mortgage Agreement and Subsequent Repayment Plan, by Which He Ratified His Material Obligations under the Mortgage, Notwithstanding His Dispute as to the Accuracy of the Escrow Calculations and Other Alleged Breaches by GMACM.

(i) Count X of the Counterclaim Fails to State a Viable Claim for Breach of Contract.

178. A party alleging breach of contract under Pennsylvania law must establish: (1) the existence of a contract, including its essential terms; (2) a breach of a duty imposed by the contract; and (3) resultant damages. Corestates Bank, N.A. v. Cutillo, 723 A.2d 1053, 1058 (Pa. Super. Ct. 1999); Ware v. Rodale Press, Inc., 322 F.3d 218, 225 (3d Cir. 2003) (citation omitted). Claimant’s breach of contract claim repeats allegations of other claims, in particular, his allegations that GMACM: (1) breached the mortgage notice provisions of the Mortgage; and otherwise breached unspecified provisions of the Mortgage by: (2) charging excessive fees and interest; (3) failing to apply the payments made by Defendant, resulting in the foreclosure of the Property; and (4) charging for force placed insurance. See Counterclaim ¶¶ 177-78. Claimant

alleges that he “suffered compensatory damages” as a result of GMACM’s alleged breaches. Id. at ¶ 179.

(a) Claimant Has Not Plausibly Alleged that He Suffered Reasonably Foreseeable Damages Proximately Caused by GMACM’s Alleged Breaches.

179. Recoverable damages must be (1) such as would naturally and ordinarily result from the breach, (2) reasonably foreseeable and within the contemplation of the parties at the time they made the contract, and (3) capable of proof with reasonable certainty. Ferrer v. Trs of Univ. of Pa., 825 A.2d 591, 610 (Pa. 2002). Furthermore, both the fact of loss and the amount of loss sustained must be proved with reasonable certainty. Merion Spring Co. v. Muelles Hnos. Garcia Torres, S.A., 462 A.2d 686, 696 n.8 (Pa. 1983). “As a general rule, damages are not recoverable if they are too speculative, vague or contingent and are not recoverable for loss beyond an amount that the evidence permits to be established with reasonable certainty.” Id. (citing Restatement (Second) of Contracts, § 352; Murray on Contracts, § 226). A plaintiff must give a factfinder evidence from which damages may be calculated to a “reasonable certainty.” Ware v. Rodale Press, Inc., 322 F.3d at 225-226 (citations omitted). “At a minimum, reasonable certainty embraces a rough calculation that is not ‘too speculative, vague or contingent’ upon some unknown factor.” Id. at 226 (citation omitted).

180. As an initial matter, Claimant does not specify, and the facts alleged cannot be construed to infer, what amount of specific damages he suffered as a result of any alleged breaches. Claimant’s mere quasi-legal conclusion that he “suffered compensatory damages” as a result of GMACM’s alleged breaches in no way identifies what direct harm was suffered as a result of what particular breach by GMACM. Id. at ¶ 179. His vague allegation that GMACM’s failure to apply payments he made resulted in the foreclosure of the Property – even if liberally construed to satisfy the pleading requirement for the damages element – is in any event belied by

the fact that no direct damages from the alleged breaches can be reasonably inferred from his allegations. Claimant has never lost possession of the Property, nor any ongoing rental income from the one or more rental units comprising the Property. See Delehey Decl., ¶ 28.

181. Indeed, the facts alleged illustrate that GMACM's allegedly wrongful servicing did not proximately cause Claimant any damages. Rather, he has for several years enjoyed the benefits of the 2008 loan disbursement of more than six hundred thousand dollars, without making repayment for same. See Delehey Decl. ¶¶ 7-9 (financial disbursements by which Claimant benefitted); ¶¶ 19, 25 (payments owing since April 1, 2009).

182. Moreover, even assuming *arguendo*, that Claimant could adequately allege that he suffered any damages because the Foreclosure Action was commenced, they were not proximately caused by GMACM. Indeed, it was Claimant, not GMACM, who would have caused any such hypothetical damages, when he repudiated the Repayment Plan. See Delehey Decl. ¶¶ 22-24. Pursuant to the Repayment Plan, Claimant could have avoided commencement of the Foreclosure Action if he made a payment of \$11,224.50 by July 31, 2009 (See id., Exhibit 7 at 7), which amount was only approximately *one half* of the amount that would have otherwise been owing by July 1, 2009 (for April 1, May 1, June 1, and July 1 payment due dates), even under Claimant's allegation that he should never have been required to pay more than the original \$5,401/month payment, and not even accounting for late payments by then accrued. Therefore, even assuming that GMACM breached the contract in the ways alleged by Claimant, GMACM cured any such errors by agreeing to accept amounts far less than the allegedly erroneous demand amounts, and indeed far less than the original payment amount to which Claimant was accustomed to paying, and Claimant's allegations that escrow accounting errors caused the Foreclosure Action are wholly unavailing.

183. Accordingly, Claimant's Breach of Contract count fails to establish the essential element of reasonably foreseeable damages proximately caused by GMACM's alleged breaches, and thereby fails to state any plausible claim damages suffered.

(b) Claimant Waived Notice Requirements, Errors in Enforcement Proceedings, and Otherwise Fails to State a Viable Claim for Insufficient Notice.

184. In executing the Note, Claimant waived the "rights of presentment," therein defined as the "right to require Lender to demand payment of amounts due." Note ¶ 7. Moreover, in executing the Mortgage, Claimant agreed to waive and release even more. Specifically, he "waive[d] and release[d] any error or defects in proceedings to enforce this Security Instrument...." Mortgage ¶ 20. The inadequate notice or notices Claimant alleges would fall squarely within these waiver provisions, and Claimant accordingly cannot state a claim for breach based on allegedly inadequate notices of default, acceleration, or intent to foreclose when he very specifically waived the same and agreed to waive and release "any errors or defects" in procedures to enforce the Security Instrument.²⁵

185. Furthermore, as addressed more fully in Section III.A(iii), *supra*, which is incorporated as if fully set forth herein, GMACM provided Claimant with sufficient notice of its intention to foreclose, and Claimant was well aware of same, having received several notices of his default and risk of foreclosure. See Delehey Decl. ¶¶ 19-21. Indeed he attempted to avoid foreclosure by entering into a repayment plan, with which he ultimately failed to comply. See Delehey Decl. ¶¶ 22-24. Clearly, no prejudice, much less breach or damages arose from any alleged defect in notice.

²⁵ For this reason, too, Claimant cannot object to, much less claim damages related to, the Verification that he challenges.

**(c) Claimant's Vague Allegations of Misapplication of Payments
or Failure to Accept Payments Do Not State a Viable Claim for
Breach of Contract.**

186. Paragraph 3 of the Mortgage provides:

Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows: First, to the mortgage insurance premium to be paid by Lender to the Secretary . . . Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required; Third, to interest due under the Note; Fourth, to amortization of the principal of the Note; and Fifth, to late charges due under the Note.

Mortgage ¶ 3.

187. Claimant alleges general misapplications of non-particularized payments. For example, he claims that GMACM “failed to post Defendant’s payments timely resulting in charges of interest and collection costs.” Counterclaim ¶ 89. He also claims that GMACM “paid real estate taxes too early that caused Defendant’s escrow analysis to be higher tha[n] it should have been.” Id. ¶ 91. Other than these and similar vague and conclusory allegations of erroneous payment applications and improper timing of tax payments, Claimant has not specified how the payments he made were misapplied, much less how they violated the foregoing order of priority of payment to which he contractually agreed. Moreover, Claimant cites to no provision requiring GMACM to apply the payments Claimant made in any specific timeframe, nor to pay real estate taxes in a time frame strategized by a borrower. Accordingly, his claim of misapplication of payments does not state a breach of contract claim and cannot provide him any relief.

188. Furthermore, although Claimant loosely refers to “payments” that were not accepted or misapplied, the singular payment attempt that Claimant specifies that he attempted to make and was not accepted by GMACM was an April 24, 2009 payment for \$5,401.26.

Claimant alleges that the “Initial Escrow Account Disclosure statement provided that the first monthly payment was due September 1, 2008 and would be \$5,401.26,” but that GMACM later “increased the monthly amount, without explanation, to \$6,609.09 and then later reduced the amount to \$5,612.25.” Counterclaim, ¶¶ 96-97. Claimant alleges that “Defendant attempted to pay the \$5,401.26, but Plaintiff refused to accept the payments [sic].” *Id.* ¶ 106. Importantly and as further addressed *infra*, Claimant was already in material breach and default, since the April 2009 payment was due on April 1, 2009, and even the grace period for avoiding a late charge had passed. *See* Note ¶ 6(A) (where the full monthly payment owing under the Mortgage is not paid within 15 calendar days of when it is due, lender may collect a late charge of 4% of the overdue amount). Claimant does not allege that he attempted to pay the then-accrued late charges when he sought to make the late payment.

189. Furthermore, Claimant fails to acknowledge that even if GMACM had erred or improperly refused to accept an April 24, 2009 attempted online payment, he does not allege any subsequent attempts to make any specific payments online or otherwise, nor offer any explanation as to why he failed to pay the past-due amounts owing in the subsequent months preceding foreclosure. Indeed, even if there were any error on GMACM’s part with respect to the April 24 attempted payment or others, GMACM cured any such error when it agreed to postpone its foreclosure rights by extending a repayment plan that Claimant requested, and then later repudiated, citing to economic hardships. *See* Delehey Decl. ¶¶ 22-24.

**(ii) The Allegations that GMACM Breached the Mortgage By Charging
“Excessive Fees and Interest” and Charging For Lender Placed
Insurance Do Not State a Claim for Breach of Contract**

190. Pursuant to Paragraph Four of the Mortgage:

Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and

contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to Lender.

Mortgage ¶ 4 (emphasis added). The Mortgage terms regarding Escrow and Lender Placed Insurance further provide:

Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. . . . [T]hese items are called “Escrow Items” and the sums paid to Lender are called “Escrow Funds.”

Lender may, **at any time**, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower’s escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601, et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time (“RESPA”),”

If the amounts of funds held by Lender **at any time** are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

Mortgage ¶ 2 (emphasis added).

191. Having executed the Mortgage, Claimant was bound to comply with its terms requiring his monthly payments of amounts sufficient to cover the escrow and other charges contained therein, and notwithstanding his surprise or disagreement with the calculations of same.

192. Claimant does not dispute GMACM’s right to ensure that the property was at all times property covered by hazard insurance, and his disagreement with how GMACM protected its secured interest in the property does not define any contractual duty that GMACM allegedly

breached by the temporary imposition of lender placed insurance or charging of other fees he disputes. His allegations do not dispute the right of GMACM to “at any time, collect and hold amounts” for escrow items or to require a borrower to make up any shortages. Mortgage ¶ 2. Indeed, Claimant *admits* GMACM’s obligation to do so. See Counterclaim, ¶ 95 (“The Loan was FHA insured that required the collection and disbursement of real estate taxes, hazard insurance, and mortgage insurance.”).

193. Furthermore, any intended claim that alleged RESPA escrow servicing violations constituted a breach of contract by GMACM resulting in damages from the costs of the prior pending Foreclosure Action is unavailing since RESPA violations do not “affect the validity or enforceability of any . . . loan, loan agreement, mortgage, or lien made or arising in connection with a federally related mortgage loan.” 12 U.S.C. § 2615. For this reason, RESPA violations may not be asserted as a counterclaim or defense in a Pennsylvania foreclosure proceeding. See, e.g., Fed. Savs. & Loan Assoc. of Erie v. McAfee, 15 Pa. D. & C.3d 287, 288 (Erie Cty. Ct. 1980) (“[a]ny defense must go to the existence and validity of the mortgage.”); Birchall v. Countrywide Home Loans, Inc., No. 08-2447, 2009 WL 3822201, at *6 (E.D.P.A. Nov. 12, 2009) (“a mortgage foreclosure action, as an action *in rem*, does not allow either party to pursue an action *in personam*, such as an action for damages.” (citation omitted)). Accordingly, the servicing errors alleged do not constitute a breach of contract claim.

N. Even Assuming *Arguendo* that GMACM Had Breached the Mortgage Agreement, Claimant’s Own Breaches Preclude Him from Obtaining Damages for Breach and/or Negate Any Chance for Recovery by Restricting Any Possible Recovery to Damages He Could Prove in Excess of the Losses Caused by His Breach.

194. “When performance of a duty under a contract is due, any nonperformance is a breach.” Widmer Eng’g Inc. v. Dufalla, 837 A.2d 459, 467 (Pa. Super. Ct. 2003), citing Restatement (Second) of Contracts § 235(2) (1981). The general rule is that a party who has

materially breached a contract may not complain if the other party refuses to perform his obligations under the contract. 17 Am. Jur. 2d, § 365. Where “both contracting parties materially breach the contract, recovery, by either party, is limited to that benefit which is in excess of the loss said party has caused by his own breach.” Spagnol Enters., Inc. v. Penn Lear Dev. Corp. (In re Spagnol Enters., Inc.), 81 B.R. at 353 (W.D. Pa.1987) (citing Lancellotti v. Thomas, 491 A.2d 117 (Pa. Super. Ct. 1985)).

(i) Claimant Breached and Defaulted Under the Mortgage.

195. The “Cross-Default Provision” of the Mortgage Family Rider states:

Borrower’s default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted in the Security Instrument.

Mortgage, Family Rider, Section I. Accordingly, Claimant’s failures to abide by the Mortgage, Note, and/or any other agreements executed with respect to them, constituted breaches of the Mortgage.

(a) Claimant Breached the Mortgage and Related Loan Documentation Requiring Claimant’s Occupancy of the Property as a Principal Residence for One Year.

196. Paragraph 5 of the Mortgage provides:

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower’s occupancy of the Property as a principal residence.

Mortgage ¶ 5. Further, contemporaneous with the execution of the Mortgage, Claimant executed the “Borrower’s Closing Affidavit,” by which he affirmed his understanding of representations in the Loan application and attested that the Property was his primary residence. See Delehey Decl., ¶ 27, Exhibit 20.

197. It appears, however, that the Property was not Claimant's primary residence at the relevant times, at least not for the one-year duration required under the Mortgage and related loan agreements. For example, as set forth in the Delehey Declaration, by letter dated May 28, 2009, Claimant requested that GMACM change his mailing address to 45 Heron Road, Holland, PA. This request was made well before the one-year primary residence requirement would have expired (on or around July 11, 2009, if Claimant took up primary residence on the day the loan closed). Furthermore, attached to the Delehey Declaration are copies of Claimant's W-2 filings for 2007 and 2008, which show his residency as 45 Heron Road, Holland PA. See Delehey Decl. ¶ 27, Exhibit 19. Accordingly, it appears that Claimant was in default for misrepresenting his occupancy of the Property as his principal residence, and/or breached the Mortgage and accompanying Closing Affidavit referenced above.

(b) Claimant Breached the Note and Mortgage Terms Requiring Timely Payments in Full on the 1st of Each Month.

198. Paragraph 1 of the Mortgage addressing the payment of principal, interest and late charges, provides that:

Borrower shall pay when due the principal of and interest on, the debt evidenced by the Note and late charges due under the Note.

...

Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges a sum for (a) taxes and special assessments ... (c) premiums for insurance required under Paragraph 4.

Mortgage ¶¶ 1-2 (emphasis added). The Note similarly provides:

Borrower shall make a payment of principal and interest to Lender on the first day of each month

Each monthly payment of principal and interest will be in the amount of \$4,169.42. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied

to principal, interest and other items in the order described in the Security Instrument

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four and 00/100ths percent (4.000%) of the overdue amount of each payment.

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, . . . require immediate payment in full

Note ¶¶ 4(A); 4(C); 4(6)(A).

199. Claimant failed to timely make payments owing on the first of each month, including, among others, the payment owing on April 1, 2009. See Delehey Decl. ¶ 19. His allegation of breach by an alleged failure of GMACM to accept an April 24 online payment in amount he determined was owing for April 1, 2009 does not change the fact of this breach.

(ii) Claimant's Material Breaches Preclude Recovery for any Comparatively Non-Material Breach by GMACM.

200. Under Pennsylvania law, the failure to repay a loan as required under the terms of a contract requiring prompt repayment constitutes a material breach of a contract. Nikole, Inc. v. Klinger, 603 A.2d 587, 594 (Pa. Super. Ct. 1992) appeal denied, 535 Pa. 660, 634 A.2d 223. Where a contract is substantially performed, an immaterial failure of performance does not negate contract requirements. See, e.g., Widmer Eng'g, Inc. v. Dufalla, 837 A.2d at 467-468.

201. Even assuming the truth of Claimant's allegations of errors, GMACM's error-free servicing of the account was not a condition precedent to Claimant's repayment obligations and did not relieve him of his material obligation to repay the Mortgage loan proceeds.²⁶ Claimant's obligation on the account arose when he received the benefit of the loan proceeds on or around

²⁶ A condition precedent is a condition "which must occur before a duty to perform under a contract arises." Acme Mkts. Inc. v. Fed. Armored Exp., Inc., 648 A.2d 1218, 1220 (Pa. Super. Ct. 1994).

July 11, 2008, which, as a practical matter, was before GMACM would have exercised its contractual right to adjust the monthly demands for escrow shortages. See Mortgage ¶ 2 (“Lender may, at any time, collect and hold amounts for Escrow Items” and if “the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.”).

202. Even if perfect servicing calculations were deemed a condition precedent to Claimant’s obligations, which is not the case, any error Claimant alleges by GMACM is comparatively immaterial in relation to Claimant’s obligations to repay funds received of more than \$650,000, and did not excuse Claimant’s actual and pre-existing obligation on the Debt. Instead, “[t]o the extent that the non-occurrence of a condition would cause disproportionate forfeiture, a court may excuse the non-occurrence of that [non-material] condition.” RESTATEMENT (SECOND) OF CONTRACTS § 229; See also, e.g., Widmer, 837 A.2d at 467-468, Nikole, Inc. v. Klinger, 603 A.2d at 594, *appeal denied*, 634 A.2d 223 (Pa. 1993) (where lessees and would-be purchasers in a lease-purchase agreement elected to treat the lease-purchase agreement as breached by the lessor/seller when he effectively repudiated the contract by defaulting on his own mortgage such that he could not expect to convey good title per the parties’ lease-purchase agreement, their election to discontinue monthly payments while remaining in possession of the property constituted a material breach of the agreement precluding their recovery of damages despite the lessor/seller’s prior repudiation and material breach of the agreement).

203. Claimant does not allege any subsequent timely attempt to make a payment in accordance with the Mortgage. And even if Claimant weren’t otherwise barred from asserting

breach and recovering any hypothetical damages for the reasons set forth *supra*, he certainly was after advising GMACM that he would not comply with the repayment plan. See, e.g., Nikole, 603 A.2d at 593 (where seller advised that he would not make mortgage payments necessary to convey good title to purchasers in accordance with their agreement, he “repudiated the Agreement and was not entitled to recover damages under the Agreement.”). Claimant’s repudiation of the repayment plan further disallows him from now claiming that the foreclosure was improper.

204. Moreover, even assuming *arguendo* that GMACM breached the Mortgage in the ways Claimant alleges, Claimant still could not expect an award of damages because where “both contracting parties materially breach the contract, recovery, by either party, is limited to that benefit which is in excess of the loss said party has caused by his own breach.” In re Spagnol Enters., Inc., 81 B.R. at 353; citing Lancellotti v. Thomas, 491 A.2d 117. In light of the fact that Claimant has enjoyed all the benefits of the 2008 loan distribution and has not made payments thereon since 2009, the net losses quite plainly accrue to GMACM or its principal.

205. For all of the foregoing reasons, Claimant’s breach of contract claim lacks the requisite damages element and otherwise fails to state a viable breach of contract claim.

IV. The Complaint in the First Federal Action and Second Federal Action Fail to Satisfy Basic Pleading Standards and Any Claim Based Thereon Must be Disallowed and Expunged

206. A proof of claim is *prima facie* evidence of the validity of a claim only if it is legally sufficient. In re Alper Holdings USA, No. 07-12148 (BRL), 2008 Bankr. LEXIS 86, at *9 (Bankr. S.D.N.Y. Jan. 15, 2008), aff’d, 398 B.R. 736 (S.D.N.Y. 2008). That is, among other things, it “allege[s] facts sufficient to support the claim.” Id. “In determining whether a party has met their burden in connection with a proof of claim, bankruptcy courts have looked to the pleading requirements set forth in the Federal Rules of Civil Procedure.” In re DJK Residential,

LLC, 416 B.R. 100, 106 (Bankr. S.D.N.Y. 2009); accord WestLB AG v. BAC Fla. Bank, 912 F. Supp. 2d 86, 91-92 (S.D.N.Y. 2012); In re Adelphia Commc'ns Corp., 359 B.R. 54, 56 n.5 (Bankr. S.D.N.Y. 2006)). In DJK Residential, the court held:

While [a] Claim “does not need detailed factual allegations, . . . [it] requires more than labels and conclusions” Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 127 S. Ct. 1955, 167 L. Ed. 2d 929 (2006). The [Claimant] must assert “enough facts to state a claim to relief that is plausible on its face.” Id. at 577. To show facial plausibility, the Claimant must plead “factual content that allows the court to draw the reasonable inference that the [Debtor] is liable for the misconduct alleged.” Ashcroft v. Iqbal, 129 S. Ct. 1937, 1949, 173 L. Ed. 2d 868 (2009).

DJK Residential, 416 B.R. at 106.

207. For the reasons set forth below, to the extent the Taggart Claim is premised on any claim asserted in the First Federal Action or the Second Federal Action, the Taggart Claim fails to state a claim against any of the Debtors under applicable law and should be disallowed and expunged.

A. The First Federal Action

(i) Claimant’s Constitutional Claims of Due Process Violations and a Taking (Counts 1-4, 12-13) Cannot Survive Against GMACM, a Non-Governmental Entity That Did Not Act “Under Color of State Law”²⁷

208. The Constitutional Claims asserted in Counts 1-4 and 12-13, which allege a taking of property without due process or a fair trial, cannot survive against GMACM.²⁸ In Counts 1 through 4, Claimant alleged that all Defendants violated the United States and Pennsylvania Constitutions by removing his FHA license to perform FHA appraisals. Specifically, he claims:

²⁷ The constitutional claims asserted as against the Federal Defendants have been dismissed on the merits. See Delehey Decl. ¶ 38.

²⁸ Claimant’s 10th, 11th, 14th, 15th and 16th Claims (asserted cumulatively within his First and Second Amended Complaints) sought declaratory and/or injunctive relief as against the Government Defendants.

All Defendants violated the ‘The Constitution of the United States of America As they took ‘Property’ from Plaintiff without any ‘Due Process’; A violation of The 5th Amendment of the United States Constitution. Claimant’s FHA license To perform FHA appraisals was taken away from him without any ‘Due Process’ by the actions of all defendants. No ‘Due Process’ to this date has been completed for the taking of Claimant’s FHA license.

Amended Complaint ¶ 24; see also id. ¶ 29 (alleging a taking in violation of the Pennsylvania Constitution for lack of due process); ¶ 34 (alleging a taking without a “Fair Trial” in violation of the U.S. Constitution); ¶ 39 (alleging a taking without a fair trial in violation of Pennsylvania Constitution). And, in Counts 12 and 13, Claimant seeks declaratory judgment as to “whether Plaintiff received ‘Due Process’ & ‘A Fair Trial’ (under The United States Constitution & Pennsylvania State Constitution) when his ‘FHA License to perform appraisals was taken from him.” Amended Complaint ¶¶ 86-103. He claims that the “Government, HUD & FHA removed [his] License with simply the erroneous reporting by Defendant, GMAC [t]hat Claimant [] is in default.” Id. ¶ 90. At bottom, Claimant alleges that because “[n]o court of law has rendered a verdict in the litigation whether Claimant, or GMACM are in default . . . no “due Process” has taken place.” Id. ¶ 91. Instead, he claims that “his FHA License [was] removed by the [Federal Defendants] for simply being erroneously reported as in default by GMAC[M]” and “[t]o this date no judgment has been entered against Claimant for being ‘In Default’ on the loan from GMAC[M] on Cowpath Rd.” Id. ¶¶ 98-99 (emphasis omitted).

209. The Fifth and Fourteenth Amendments to the U.S. Constitution require state action or action under color of law. Wholly fatal to these same claims asserted against GMACM is the fact that GMACM is a private non-governmental entity, which did not act under color of state law when servicing Claimant’s loan. 42 U.S.C. § 1983. The appropriate vehicle for assertions of civil rights violations requires “a [Claimant to prove] that (1) the conduct complained of was committed by a person acting under color of state law, and (2) that such

conduct deprived a person of rights, privileges, and immunities secured by the Constitution.” Bougher v. Univ. of Pittsburgh, 882 F.2d 74, 78 (3d Cir. 1989) (Rehearing and Rehearing En Banc Denied Oct. 26, 1989).

210. GMACM is a private entity that commenced foreclosure in an effort to enforce the terms of the Note and Mortgage and Claimant has provided no basis or factual allegation to support the claim that GMACM was acting under color of state law. See Amended Complaint ¶ 12 (containing bare assertion of action under color of law).²⁹ Because GMACM is not a state actor, Claimant cannot sustain any claim based on Counts 1-4, 12 or 13 of the First Federal Action. See, e.g., Iqbal, 556 U.S. at 678 (“To survive a motion to dismiss, a complaint must contain sufficient factual matter, which, [if] accepted as true, ‘state[s] a claim to relief that is plausible on its face.’”).

211. Similarly, the Pennsylvania Constitution requires state action, providing that: “[N]or shall private property be taken or applied to public use, without authority of law and without just compensation being first made or secured.” Pa. Const. Art. I § 10.

(ii) Claimant’s Claim for Restraint of Trade (Count 5) Is Not Viable

212. Claimant also alleges, based on substantially similar allegations to those made in his Constitutional claims, that all Defendants “restrained [his] ability to Make a Living as an appraiser . . . without any Fair Trial or Due Process by the actions of all defendants. Amended Complaint ¶ 44 (internal quotes omitted).

²⁹ Claimant also alleges, without any factual support, that all Defendants “were acting as principal employer, and or agent, servant and employee of the said principal(s) or employee(s),” Amended Complaint ¶ 12. Claimant’s conclusory assertion that the Federal Defendants and GMACM were acting in agency cannot impose state-actor status on GMACM, where Claimant has stated no plausible basis for an assertion that GMACM undertook to act for any Federal Defendant, which controlled its actions. See Morse v. Lower Merion Sch. Dist., 132 F.3d 902, 906 (3d Cir. 1997) (“a court need not credit a complaint’s ‘bald assertions’ or ‘legal conclusions’ when deciding a motion to dismiss”). “The law is clear in Pennsylvania that the three basic elements of agency are: the manifestation by the principal that the agent shall act for him, the agent’s acceptance of the undertaking and the understanding of the parties that the principal is to be in control of the undertaking.” Jones v. ABN AMRO Mortg. Grp., Inc., 551 F. Supp. 2d 400, 410 (E.D. Pa. 2008) (quoting Basile v. H & R Block, Inc., 761 A.2d 1115, 1120 (Pa. 2000)).

213. This claim also essentially echoes the Constitutional claims addressed above. To the extent that Claimant is attempting to state a claim under the Federal Trade Commission Act, 15 U.S.C. § 45, which prohibits unfair competition methods and unfair or deceptive practices, “his claim fails because private parties are not authorized to file enforcement actions, only the FTC has that authority.” See Delehey Decl., Exhibit 28, at ¶ 25 (citing Vino 100, LLC v. Smoke on the Water, LLC, No. 09-4983, 2012 WL 1071174, at *8, (E.D. Pa. Mar. 30, 2012)). Although the automatic stay prevented Judge Ditter from adjudicating this claim against GMACM, the analysis is the same. Judge Ditter wrote,

If Taggart is attempting to bring a claim under the federal consumer protection law found in § 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, which prohibits unfair methods of competition and unfair or deceptive acts or practices, his claim fails because private parties are not authorized to file enforcement actions, only the FTC has that authority. See Vino 100, LLC v. Smoke on the Water, LLC, No. 09-4983, 2012 WL 1071174, at *8 (E.D. Pa. Mar. 30, 2012); see also Holloway v. Bristol-Myers Corp., 485 F.2d 986, 987, 1001 (D.C. Cir.1973) (holding there is no express or implied private right of action to enforce the Federal Trade Commission Act).

See Delehey Decl., Exhibit 28, at ¶ 25. Claimant can no better state a claim under the Federal Trade Commission Act against GMACM than he could against the Federal Defendants.

(iii) Claimant’s Claims for Defamation and Tortious Conduct (Counts 6 & 7) Are Barred by the Gist of the Action Doctrine

214. Claimant avers in Count 6 that:

The actions of all Defendants Defamed Taggart’s personal and Professional Reputation as an appraiser by erroneously reporting that he is ineligible to be on the FHA licensed appraiser list. The[y] also Defamed Taggart by preventing from completing FHA appraisals, something he has done for[] many years. It has also caused [him] to [lose] other mortgage appraisal business as clients and/or prospective clients will only hire appraisers on the FHA list for conventional appraisals and other appraisals. Taggart’s FHA license to perform FHA appraisals was willfully taken away from him without any Fair Trial or Due Process by the actions of all

defendants. No Fair Trial or Due Process to this date has been completed for the taking of Taggart's FHA license.

Amended Complaint ¶ 49 (internal quotes omitted). Similarly, in Count 7 Claimant alleges that the actions of all Defendants were "Tort[i]ous" and caused Claimant harm including: loss of income, personal reputation, professional reputation, loss of FHA appraiser license, loss of Pennsylvania State and U.S. Constitutional rights and rights regarding mortgage agreement." *Id.* ¶ 54. To the extent Claims 6 and 7 are construed as more than a repeated assertion of the allegations in Claims 1-4, they are barred by the gist of the action doctrine.

215. As described above, at Section III.F., "the gist of the action doctrine ... operates to preclude a Claimant from re-casting ordinary breach of contract claims into tort claims." Vives v. Rodriguez, 846 F. Supp. 2d 507, 516 (E.D. Pa. 2012) (citing Hart v. Arnold, 884 A.2d 316, 339 (Pa. Super. Ct. 2005)) (internal quotes omitted). As recognized by Claimant and described *supra* at III.F., the relationship between Claimant and GMACM is based entirely in contract, and the rights of the parties are prescribed therein. Claimant has not asserted, nor could he assert extra-contractual duties owing to him, outside of those embodied in the Loan documents. See also Amended Complaint ¶¶ 15-16 (alleging breach of contract related claims).

216. Claimant's allegations make clear that his claim against GMAC is based in contract, and the gist of the action doctrine accordingly precludes the recasting of such breach of contract claims as separate tort claims. See e.g. Reardon v. Allegheny Coll., 926 A.2d 477, 486 (Pa. Super. Ct. 2007); Sarsfield v. CitiMortgage, Inc., 707 F. Supp. 2d 546 (M.D. Pa 2010).

(iv) Claimant's Claim of a UTPCPL Violation (Count 8) is Barred By the Economic Loss Rule And Even If That Were Not So, Claimant Fails to State a Prima Facie Claim under the UTPCPL

217. Claimant alleges that the actions of all Defendants are a violation of the UTPCPL and caused Claimant harm including: loss of income, personal reputation, professional

reputation, loss of FHA appraiser license, loss of Pennsylvania State and U.S. Constitutional rights and rights regarding mortgage agreement. Amended Complaint ¶ 59. To the extent this claim is intended to seek relief under the UTPCPL, to which reference is made in Paragraph 8 under the heading “Jurisdiction and Venue,” the claim cannot survive for the same reason set forth in Section III.I. above, namely the UTPCPL does not apply to this transaction.

(v) Catch-All Claim for Relief Invoking All Applicable Laws (Count 9)

218. In Count 9, Claimant “cites the actions of all Defendants for any other laws that are applicable to the case that caused harm to Claimant, including but not limited to, loss of income, personal reputation, professional reputation, loss of FHA appraiser license, loss of Pennsylvania State and U.S. Constitutional rights and rights regarding mortgage agreement.” Id. ¶ 64.

219. This Claim merely reiterates the other allegations of the Amended Complaint, and need not be separately argued. To the extent that this Claim is intended or construed to state any other claim, it fails to meet the basic pleading standard of Fed.R.Civ.P 8, as set forth above, in that it fails to provide “fair notice of what the [other] claim is and the grounds upon which it rests.” See Twombly, 550 U.S. at 555.

B. The Second Federal Action

220. Like the Complaint in the First Federal Action, the Complaint in the Second Federal Action fails to meet the federal pleading standards and any claim based on this action should also be disallowed and expunged. There is no actual cause of action specifically asserted against GMACM. Only the co-defendants (except MERS) are named in the heading to the one and only count. See Delehey Decl., Exhibit 32 at 10. Indeed, GMACM and MERS are only listed in the caption as Third-Party Defendants.

221. The generic allegations peppered throughout the Second Federal Action are premised on the alleged wrongful foreclosure and as to GMACM are not anything different from that which is alleged by Claimant in opposition to the Foreclosure Action. To the extent that any claim against GMACM could even be implied (certainly improper under federal pleadings standards), it could only possibly be one under the Pennsylvania and/or United States Constitutions. Responses to such allegations have been briefed in response to Counts 1-4 of the First Federal Action and in connection with the Counterclaim, which arguments are incorporated by reference herein.

V. The Adversary Complaint Fails to Establish Any Right to Relief

222. As described *supra*, the Adversary Proceeding was voluntarily dismissed by Claimant after he filed the Taggart Claim. The voluntary dismissal was prompted by the Debtors' filing of a motion for sanctions which motion was premised on this Court's order. *Memorandum Opinion and Order Denying the Taggart Motions* [Docket No. 2098].

223. Nonetheless, to the extent the Court believes it appropriate to consider the merits of the Adversary Proceeding, the Taggart Claim fails for the reasons set forth below.

A. Count I and Count VIII of the Adversary Complaint Fail to Plead a RICO Claim Under 18 U.S.C. § 1962(c) or (d)

224. Claimant alleged in Count I of the Adversary Complaint that "Defendants, GMAC Mortgage & Balboa Insurance, Inc. fraudulently placed 'Forced Placed Insurance' on Plaintiffs property when it knew insurance was in place." Adversary Complaint at p. 40. In Count VIII, he alleged that Defendants "committed tortious actions, deception, fraud, Fraud Upon the Court, engaged in conspiracy, racketeering and unfair trade practices as described [and] harmed Plaintiff, Kenneth Taggart, by having to defend a fraudulent foreclosure based on fraudulent documents, including an alleged assignment of mortgage, produced and recorded by

defendants.” Adversary Complaint at ¶ 147.³⁰ It appears that Claimant relies upon the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, et seq. (“**RICO**”), and to the extent that Claimant is attempting to assert a RICO claim, it appears to be asserted under § 1962(c) or possibly § 1962(d). Section 1962(c) of the RICO statute states:

It shall be unlawful for any person employed by or associated with any enterprise engaged in, or in the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through a pattern of racketeering activity or collection of unlawful debt.

18 U.S.C. § 1962(c). Section 1962(d) of the RICO statute makes it unlawful to conspire to violate § 1962(c). See 18 U.S.C. § 1962(d) (“It shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c) of this section”). To the extent Count I or Count VIII of the Adversary Complaint were liberally construed to allege a RICO violation or a conspiracy for same under §§ 1962(c) or (d), the allegations are deficient and the claim fails as a matter of law.

(i) Claimant Does Not Plead the Elements of a § 1962(c) RICO Claim.

225. To state a claim under RICO for violation of section 1962(c), a plaintiff must properly plead four elements: (1) conduct; (2) of an enterprise; (3) through a pattern; (4) of racketeering activity. See Sedima S.P.R.L. v. Imrex Co., 473 U.S. 479, 496 (1985); First Capital Asset Mgmt., Inc. v. Satinwood, Inc., 385 F.3d 159, 173 (2d Cir. 2004); Lum v. Bank of Am., 361 F.3d 217, 223 (3d Cir. 2004). While Claimant uses the verbiage of “racketeering,” he has failed to properly plead the requisite elements of a RICO claim, including the existence of an enterprise and conduct rising to the level of operating or managing the affairs of an enterprise.

³⁰ To the extent that Count VIII of the Adversary Complaint may be construed to allege a pattern of racketeering via mail or wire fraud as a predicate act under RICO (as opposed to a conspiracy to improperly impose lender placed insurance as set forth in Count I), it is addressed in Section V.A(iii).

(a) Claimant Fails to Allege a Cognizable RICO “Enterprise.”

226. Claimant fails to plead a cognizable RICO enterprise. Allegations of an enterprise are “crucial” to successfully pleading a RICO claim. Plum Prop. Assocs., Inc. v. Mineral Trading Co., No. 09-cv-1059, 2009 U.S. Dist. LEXIS 119834, at *7 (W.D. Pa. Dec. 23, 2009) (citing McClure Enters., Inc. v. Fellerman, No. 06-353, 2007 U.S. Dist. LEXIS 35374, at *3 (M.D. Pa. May 15, 2007)). RICO defines an enterprise as “any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity. 18 U.S.C. § 1961(4); United States v. Turkette, 452 U.S. 576, 581-82 (1981). Thus, an enterprise may either be a legal entity such as corporation or a group “associated in fact.” Plum Prop. Assocs., Inc., 2009 U.S. Dist. LEXIS 119834, at *7-8. To establish a cognizable RICO enterprise, however, a plaintiff must prove the following: “1) that the enterprise is an ongoing organization with some sort of framework or superstructure for making or carrying out decisions; 2) that the members of the enterprise function as a continuing unit with established duties; and finally 3) that the enterprise must be separate and apart from the pattern of activity in which it engages.” Seville Indus. Mach. Corp. v. Southmost Mach. Corp., 742 F.2d 786, 789-90 (3d Cir. 1984); Plum Property Assoc., Inc., 2009 U.S. Dist. LEXIS 119834, at *8 (“An enterprise must contain an organizational structure as well as a common purpose and existence independent of any racketeering activity.”). As the Supreme Court has made clear, “[t]he ‘enterprise’ is not the ‘pattern of racketeering activity;’ it is an entity separate and apart from the pattern of activity in which it engages.” Turkette, 452 U.S. at 583.

227. While a plaintiff is not required to expressly plead these three elements, “where the allegations in the pleadings negate the existence of such an enterprise, dismissal is proper.” Parrino v. Swift, No. 06-0537(DRD)(SDW), 2006 WL 1722585, at *2 (D.N.J. June 19, 2006); 300 Broadway v. Martin Friedman Assocs., P.C., No. 08-5514(KSH), 2009 WL 3297558, at *5

(D.N.J. Oct. 13, 2009); see also Seville Indus. Machinery Corp., 742 F.2d at 790 n.5. Courts have not hesitated to dismiss RICO claims where the allegations negated the existence of an enterprise separate and apart from the alleged predicate acts of racketeering. In 300 Broadway v. Martin Friedman Assocs., plaintiff claimed that an enterprise was established because the defendants constituted “an association in fact” and that “[a]s a whole, defendants acted in concert with specific, well-defined goals in the Enterprise, to achieve a common goal of appropriating assets from the [plaintiffs], from the federal and state government, and from other parties.” Id. at *5-6 (quoting amended complaint). The court concluded that these allegations negated the existence of an enterprise separate and apart from the alleged racketeering activities. Id. at *6. In particular, the court reasoned that “the ‘well-defined goal’ of the Enterprise is defendants’ conspiracy to divest plaintiffs of their ownership interests. There is no other identity or characteristic attributed to the Enterprise and as such, it is indistinguishable from what it was formed to do.” Id.; see also Parrino, 2006 WL 1722585, at *2-3 (dismissing RICO claim on the grounds that allegation that the defendants were “part of an association, in fact ... [that] share a common purpose, unity and identifiable structure, of an ongoing scheme to defraud plaintiffs and to unlawfully obtain money by means of false and fraudulent representations regarding the services they would perform for plaintiffs” showed the enterprise had no existence outside of the alleged acts of racketeering); McClure Enters., Inc., No. 06-353, 2007 U.S. Dist. LEXIS 35374, at *3 (M.D. Pa. May 15, 2007) (dismissing RICO claim because plaintiff failed to plead the existence of an enterprise separate and apart from the alleged underlying racketeering activity).

228. Claimant’s RICO allegations in this case similarly fail to plead the existence of a separate entity constituting an enterprise, and - as in the cases just cited - Claimant’s RICO claim fails as a matter of law. Here, Claimant alleges that from 2008-2009, a “Cash Strapped

GMAC Mortgage, LLC,’ conspired with Balboa Insurance Services, Inc./Balboa Insurance and engaged in racketeering, by fraudulently charging borrowers, including plaintiff, for insurance and/or services that were unnecessary, not needed, or even provided, and obtaining insurance that apparently did not even exist; All in violation of the mortgage contract.” Adversary Complaint at ¶ 68. He alleges further that GMACM perpetrated and conspired with Balboa Insurance and engaged in racketeering via its “partnership or agreement” with Balboa Insurance “to defraud borrowers, ... to force borrowers into foreclosure unnecessarily, increase fees charged to borrowers, increase fees charged to investors when they foreclosed, increase their profits, and unduly enrich themselves.” Id.

229. Claimant alleges that GMACM, Balboa Insurance, Inc., Jeffrey Stephan, and Stephan Maxwell “conspired to deceive and defraud Plaintiff for the need of duplicate Hazard Insurance for his property when they very well knew he already had Hazard Insurance in place.” Id. at ¶ 82. He claims that GMACM “knew that insurance was required and provided at closing or the loan would not have been permitted to close.” Id. at ¶ 83. “GMAC Mortgage LLC also paid renewal premium out of plaintiff[’s] escrow account as GMAC’s own escrow payment history shows.” Id. He alleges that despite “the inherent knowledge of Insurance being in place, GMAC Mortgage LLC [c]onspired with Balboa Insurance Services Inc. to, intentionally [d]eceive and [d]efraud Plaintiff out Money [sic] for unnecessary Duplicate Insurance premiums at three and one half times the ‘Market Rate’ for such insurance.” Id. at ¶ 84. He alleges further, , among other things, that “This Conspiracy of Fraud and Deception was done to unduly enrich themselves as the GMAC Mortgage, LLC & Balboa Insurance Services, Inc. engaged in: Racketeering, Tortuous Actions, and Unfair Trade Practices.” Id. GMACM did this, he claims, “to ca[u]se ‘Forced Foreclosures’ charge fees, and/or increase the likelihood of foreclosure” and

“GMAC Mortgage, LLC makes more money as a servicer when a loan is in foreclosure as opposed to a loan being current.” Id.

230. As illustrated by the foregoing, the RICO claim alleges only the goal and activities perpetrated through an alleged GMACM/Balboa conspiracy, namely: to force foreclosures, increase fees charged to borrowers, increase profits, and unduly enrich themselves. See supra. As in the cases cited above, Claimant has not alleged the existence of an enterprise that could be construed to constitute an “entity separate and apart from the pattern of activity in which it engages.” Turkette, 452 U.S. at 583. The allegations do not describe any sort of framework or superstructure for making or carrying out decisions. They do not describe the established duties of GMACM and Balboa as enterprise members, nor any organizational structure between GMACM and Balboa. The allegations claim no purpose independent of the alleged racketeering activity accomplished by way of lender placed insurance. See Seville Indus. Mach. Corp., supra. Claimant’s allegations show that there “is no other identity or characteristic attributed to the Enterprise and as such, it is indistinguishable from what it was formed to do.” 300 Broadway, 2009 WL 3297558 at *6.

231. “[T]he RICO ‘person’ must conduct the affairs of the RICO ‘enterprise’ through a pattern of racketeering activity. We have determined that the person and the enterprise referred to must be distinct.” Riverwoods Chappaqua Corp. v. Marine Midland Bank, N.A., 30 F.3d 339, 344 (2d Cir. 1994). As illustrated above, other federal courts have dismissed RICO claims involving banks as a matter of law where the allegations show the alleged enterprise and underlying racketeering activity were one in the same. By way of further example, the case of Kottler v. Deutsche Bank AG, 607 F. Supp. 2d 447 (S.D.N.Y. 2009), stemmed from the alleged sale of illegal tax shelters by KPMG and a law firm. Among other defendants, plaintiffs’ suit

named two banks as defendants and alleged that the banks participated in a scheme to defraud plaintiffs by “provid[ing] funds that facilitated the financials so that the tax strategies could be implemented.” Id. at 454. They further claimed that the banks continued to market and sell the tax shelters in exchange for millions in fees despite their knowledge of the unlawful nature of the schemes. Id. As to the RICO element of enterprise, the complaint alleged that the banks and other co-conspirators formed an enterprise “whose purpose was to sell fraudulent tax products for millions of dollars” through predicate acts of mail and wire fraud. Id. at 458. Notwithstanding these allegations, the court dismissed the RICO claim, holding that plaintiffs “fail[ed] to allege an enterprise that is separate and distinct from the fraudulent tax shelter scheme allegedly engaged in by the Defendants and the co-conspirators.” Id. “The enterprise and the pattern in this case are one and the same,” the court noted, in that “Defendants and co-conspirators joined forces for the purpose of creating these allegedly fraudulent tax shelters.” Id. at 459; see also Heffernan v. HSBC Bank USA, No. 99cv07981, 2001 WL 803719, at *6 (E.D.N.Y. Mar. 29, 2001) (concluding that plaintiffs failed adequately to allege that the defendant bank was a member of any enterprise because the “only common factor uniting [the members of the purported enterprises] is the sum of the fraudulent activities alleged. There is no [] other purpose to any of the purported enterprises.”).

232. Because Claimant has failed to plead the existence of an enterprise separate and apart from the alleged underlying racketeering activity, a RICO claim is not stated. However, even if the Adversary Complaint were construed to adequately plead an enterprise, any RICO claim under § 1962(c) would nevertheless fail because the allegations do not satisfy the “operation or management” test, nor establish a pattern of racketeering activity, as set forth below.

(ii) Claimant Has Failed to Plead That GMACM “Conducted,” i.e., Participated in the Operation or Management of Affairs of an Enterprise.

233. The “conduct” element of a RICO claim requires a plaintiff to plead that the defendant participated in the operation or management of the affairs of an enterprise. Reves v. Ernst & Young, 507 U.S. 170, 183 (1993). Specifically, to “conduct or participate” in the affairs of an enterprise within the meaning of § 1962(c), “one must have some part in directing those affairs.” Id. at 179 (explaining that while “primary responsibility” for or a “formal position” in an enterprise is not necessary, “*some* part in directing the enterprise’s affairs is required” (emphasis in original)).

234. The “operation or management” test is “a very difficult test to satisfy.” Zhu v. First Atl. Bank, No. 05-cv-96(NRB), 2005 WL 2757536, at *5 (S.D.N.Y. Oct. 25, 2005) (citing LaSalle Nat’l Bank v. Duff & Phelps Credit Rating Co., 951 F. Supp. 1071, 1090 (S.D.N.Y. 1996)). “It is not enough to merely take directions and perform tasks that are necessary and helpful to the enterprise . . . [or] provide goods and services that ultimately benefit the enterprise.” U.S. Fire Ins. Co. v. United Limousine Serv., Inc., 303 F. Supp. 2d 432, 451-452 (S.D.N.Y. 2004) (citations and quotations omitted). The “test is not involvement but control.” Id. at 451. Thus, even where a defendant may have had some involvement – or, for that matter, significant involvement – with the alleged enterprise, it will not be held to have violated section 1962(c) if it was not itself engaged in the actual management or operation of the enterprise.

235. A good illustration of this principle may be found in Univ. of Md. at Balt. v. Peat, Marwick, Main & Co., 996 F.2d 1534 (3d Cir. 1993). In University of Maryland, the Third Circuit was addressing a RICO claim against an auditor under § 1962(c). The plaintiff had made numerous allegations of involvement by the defendant auditor. Among other matters, it alleged that the defendant had performed deficient audits, issued unqualified opinions, and provided

other accounting and financial services to an insurance company that was part of an alleged enterprise. Notwithstanding the breadth of those allegations, the court held that they did not rise to the level of operation or management of the affairs of the alleged enterprise sufficient to satisfy Reves. See Univ. of Md., 996 F.2d at 1539. As the court reasoned, “[s]imply because one provides goods or services that ultimately benefit the enterprise does not mean that one becomes liable under RICO as a result.” Id. “The operation or management test goes to that nexus. In other words, the person must knowingly engage in ‘directing the enterprise’s affairs’ through a pattern of racketeering activity.” Id. Notably, the University of Maryland court ruled this way well before the Supreme Court’s 2009 decision raising the pleading requirements. See Ashcroft v. Iqbal, 556 U.S. 662 (2009). Accordingly, the critical analysis applied to pleadings including RICO has only been heightened.

236. Here, the Adversary Complaint is devoid of any allegation that GMACM participated in the operation or management of a separate enterprise, or that GMACM had some part in directing the affairs of a separate enterprise. The allegations merely recite a conspiracy to achieve a common goal of increasing profits by improper placement of lender placed insurance and do not plead any operation or management by GMACM over “enterprise activities separate and apart from [the defendants’] regular business activities.” Acosta v. Campbell, No. 04cv7610RL28DAB, 2006 WL 146208, at *6 (M.D. Fla. Jan. 18, 2006) (emphasis added) (“the court has consistently insisted that the RICO defendant or person be separate and distinct from the enterprise . . . because liability depends on showing that the defendants conducted or participated in the conduct of the enterprise’s affairs, not just their own affairs”); see also Atkinson v. Anadarko Bank and Trust Co., 808 F.2d 438, 441 (5th Cir. 1987) (rejecting plaintiff’s claim that a bank, its holding company, and three employees were furthering a RICO

enterprise where their alleged conduct consisted of mailing allegedly fraudulent loan statements – a regular bank activity); Riverwoods Chappaqua Corp. 30 F.3d at 343-44 (plaintiff failed to establish the existence of conduct of a distinct RICO enterprise where complained of racketeering activities consisted of employees of bank merely carrying out bank business).

237. Because Claimant has not pled GMACM’s “conduct” by participation in the operation or management of the affairs of an entity constituting an enterprise, a RICO claim could not be sustained. See Reves, 507 U.S. at 183.

(iii) Claimant Has Not Sufficiently Alleged the Additional Requisite Elements of a “Pattern” of “Racketeering” Activity.

238. As with the first two elements, Claimant’s allegations fail to satisfy the third and fourth elements required to state a RICO claim, racketeering activity and a pattern of the same. Under the RICO statute, a “pattern of racketeering activity” requires at least two acts of racketeering activity within a ten-year period. 18 U.S.C. § 1961(5).

(a) The Lender Placed Insurance Claims in Count I Do Not Adequately Plead a Pattern of Racketeering Activity.

239. As illustrated above, Claimant’s allegations of the improper placement of lender placed insurance by way of a conspiracy between GMACM and Balboa do not adequately allege a pattern of racketeering. As discussed *supra*, even assuming the truth of Claimant’s allegations, they only amount to conclusory statements that there was a conspiracy between GMACM and Balboa to impose improper lender placed insurance in order to unduly enrich themselves through “racketeering, tort[i]ous actions, and unfair trade practices.” Adversary Complaint at ¶ 84. Claimant alleges that this purported racketeering activity occurred from 2008-2009. See id. at ¶ 68 (alleging GMACM conspired with Balboa by fraudulently charging borrowers, including plaintiff, for insurance and/or services that were unnecessary). He alleges further that GMACM perpetrated and conspired with Balboa Insurance and engaged in racketeering via its partnership

or agreement with Balboa Insurance “to defraud borrowers, . . . to force borrowers into foreclosure unnecessarily, increase fees charged to borrowers, increase fees charged to investors when they foreclosed, increase their profits, and unduly enrich themselves.” Id.

240. Claimant’s allegation that GMACM conspired by “fraudulently charging borrowers, including [Claimant]” for unnecessary insurance does not meet the pleading standards of Iqbal to satisfy the “pattern” and “racketeering” elements for a RICO claim. Claimant’s only specific allegation is that lender placed insurance was improperly placed on *his* account one time and on unspecified “borrowers” at unspecified times. See id. His general reference to other “borrowers” is not adequate to state a plausible claim under RICO. Furthermore, as Claimant’s allegations essentially acknowledge, the imposition of lender placed insurance under certain circumstances is a contractual right under the Mortgage, and allegations of an alleged breach of contract in his case along with unspecified instances of other “borrowers” do not constitute racketeering activity, much less a pattern of racketeering activity. As courts have pointed out, “[b]ankers do not become racketeers by acting like bankers.” Sinclair v. Hawke, 314 F.3d 934, 943 (8th Cir. 2003); Jones v. Liberty Bank & Trust Co., 461 F. App’x 407, 409 (5th Cir. 2012). Similarly, loan servicers and third party servicers do not become racketeers by acting like loan servicers. See also Heffernan, 2001 WL 803719, at *6.

241. Claimant’s allegations that GMACM knew or should have known that lender placed insurance was unnecessary do not alter this conclusion. “[T]he law is clear that merely having a business relationship with and performing services for . . . an enterprise, including financial, accounting and legal services, does not support RICO liability because performance of such services is not the equivalent of participation in the operation and management of the enterprise. This is true even though the service provider knows of the enterprise’s illicit nature

or performs improper acts itself.” Jubelirer v. Mastercard Int’l, Inc., 68 F. Supp. 2d 1049, 1053 (W.D. Wis. 1999) (internal citation omitted).

**(b) Claimant’s Allegations of Mail and Wire Fraud in Count VIII
Fail To Adequately Plead a Pattern of Racketeering Activity.³¹**

242. Predicate acts of racketeering “may include, *inter alia*, federal mail fraud under 18 U.S.C. § 1341 or federal wire fraud under 18 U.S.C. § 1343.” Lum, 361 F.3d at 223. Where a plaintiff alleges mail and wire fraud as a basis for a RICO violation, the allegations of fraud must comply with Federal Rule of Civil Procedure 9(b), which requires that allegations of fraud be pled with particularity. “To prove a violation of the mail fraud statute, plaintiffs must establish the existence of a fraudulent scheme and a mailing in furtherance of the scheme.” Lundy v. Catholic Health Sys. Of Long Island Inc., 711 F.3d 106, 119 (2d Cir. 2013) (quoting McLaughlin v. Anderson, 962 F.2d 187, 190-91 (2d Cir. 1992)). See also Spool v. World Child Int’l Adoption Agency, 520 F.3d 178, 184-85 (2d Cir. 2008).

243. Plaintiff must also identify the purpose of any such mailings or communications within defendants’ fraudulent scheme, as the mail and wire fraud statutes punish only those communications that have a place within such schemes and not, for example, all business practices that fail to fulfill expectations or that breach business contracts. McLaughlin, 962 F.2d at 191-92; see also Mills v. Polar Molecular Corp., 12 F.3d 1170, 1176 (2d Cir. 1993) (“A complaint alleging mail and wire fraud must plead facts that give rise to a strong inference that the defendant possessed fraudulent intent.”).

³¹ For the same reasons set forth in Sections V.A(i) and V.A(ii), above, Claimant’s repeated and conclusory allegations of GMAC Mortgage’s conspiracy with MERS and legal counsel to commit fraudulent acts by mail or wire fraud do not adequately plead the requisite RICO elements of a cognizable “Enterprise” or “Conduct” comprised of control or direction over an enterprise. Furthermore, the Intra-corporate conspiracy doctrine precludes the same for purposes of legal counsel. See, e.g., Heffernan, 2001 WL 803719, at *7 (intra-corporate conspiracy doctrine bars claims against counsel as co-conspirators); Ericson v. Syracuse Univ., 35 F. Supp. 2d 326 (S.D.N.Y. 1999).

244. In Count VIII, Claimant alleges, among other things that “GMAC Mortgage LLC, All Counsel for GMAC Mortgage LLC, Mortgage Electronic Registration Systems, Inc., Michelle Bradford, Jeffrey Stephan, Angela McFadden and JAM Transfers, Inc., committed, inter alia, Mail and Wire Fraud each and every time each party sent their fraudulent documents through the mail, electronically filed the document or sent it via email.” Adversary Complaint at p 64; see also Adversary Complaint ¶ 80 (alleging conspiracies with MERS and legal counsel to file false documents and foreclose despite faulty chain of title and no standing). Specifically, Claimant alleges that the Defendants “have committed mail & wire fraud each and every time they have mailed, electronically filed, or emailed the fraudulent documents that were produced. As a matter of law, when the case is based on one fraudulent document, the entire case becomes fraud; Therefore all documents produced by defendants are fraudulent.” *Id.* at ¶ 148; see also *Id.* at ¶ 79 (“Documents base[d] on the verification by fraudulent documents make the entire case ‘Fraud’). Again repeated in this claim is the allegation that GMACM conspired with the other Defendants “to knowingly allege ownership of a mortgage that did not exist or was invalid for, *inter alia*, violating the notice of transfer required by Pennsylvania State Law.” *Id.* at ¶ 149. Claimant asserts the alleged mail and wire fraud harmed him because he had to “defend a fraudulent foreclosure based on fraudulent documents, including an alleged assignment of mortgage, produced and recorded by defendants.” *Id.* at ¶ 150. Further, under a header “Wire & Mail Fraud with Knowingly Fraudulent Documents,” he claims that all Defendants “committed wire and mail fraud each and every time a fraudulent document was mailed, electronically sent via email or other electronic means, or electronically filed with the court. This has occurred thousands of times during the course of this transaction[] as the entire case is based on a fraudulent affidavit and unverified information by ‘Jeffrey Stephan.’” *Id.* at ¶ 79.

245. The documents Claimant challenges appear to be the Verification to the Foreclosure Action Complaint (see supra; see also Adversary Complaint at ¶¶ 45-46), and the Assignment of Mortgage (see, e.g., id. at ¶ 44, 56).

246. First, Claimant's allegations of thousands of acts of mail and wire fraud by all Defendants' filing and mailing allegedly fraudulent mortgage assignments or complaint verifications, in "thousands" of unspecified foreclosure actions, do not adequately specify the particular statements as to ownership or the impropriety of foreclosure it claims were false or misleading, nor do they give sufficient particulars as to what aspects of the documents he claims were fraudulent, nor state when and where these documents were filed or mailed. "Bare-bones allegations do not satisfy Rule 9(b)." Lundy, 711 F.3d at 119. Although he alludes to wire and mail fraud in relation to his pending Foreclosure Action, Claimant's allegations do not indicate the date, time, or place of any alleged misrepresentation in the thousands of other cases.

247. Further, although Claimant alleges that GMACM lacked standing to foreclose, and that the Verification was improperly verified without proper procedures, the allegations fail to inject any precision or measure of substantiation as to what information contained in these allegedly fraudulent documents was incorrect. His conclusory allegations of fraud "fall far short of the RICO heightened pleading requirements" and, accordingly, his RICO claim fails as a matter of law. See Gordon v. Palumbo, No. 07 civ. 6624(PKC)(DCF), 2009 WL 690647, at *7 (S.D.N.Y. Mar. 9, 2009) (dismissing RICO claims premised on mail and wire fraud with prejudice for failure to comply with Rule 9(b), finding that "Plaintiffs' Amended Complaint does not indicate how RICO's substantive provisions were violated, who committed any such violation, or how plaintiffs were damaged as a result."); Bologna v. Allstate Ins. Co., 138 F. Supp. 2d 310, 321-22 (E.D.N.Y. 2001) (dismissing complaint where claims were "insufficient to

satisfy the particularity requirement of Rule 9(b)” given that plaintiff “simply regurgitated the generic requirements of the RICO statute and the mail and wire fraud statutes”).

248. Moreover, the grossly generalized legal theories underlying Claimant’s conclusory claims of fraud have no legal merit and the execution of these business documents, even assuming *arguendo* some faulty procedure, cannot constitute racketeering activity under RICO. As for the Verification, Claimant contends that the Verification was fraudulent because it allegedly was not based on personal knowledge. Importantly, however, pursuant to Rule 1024 of the Pennsylvania Rules of Civil Procedure, a verification is proper on information and belief, and a representative may execute a verification without personal knowledge of the facts. See Pa. R. Civ. P. 1024(a) (“Every pleading containing an averment of fact not appearing of record in the action or containing a denial of fact shall state that the averment or denial is true upon the signor’s personal knowledge or information and belief and shall be verified. The signer need not aver the source of the information or expectation of ability to prove the averment or denial at the trial. A pleading may be verified upon personal knowledge as to a part and upon information and belief as to the remainder.”).

249. As for the Assignment of Mortgage, Claimant contends that the use of MERS to serve as mortgagee of record in a nominee capacity violates the recording laws and caused confusion as to ownership of the Mortgage Loan. However, “[t]he use of a nominee in real estate transactions, and as mortgagee in a recorded mortgage, has long been sanctioned as a legitimate practice. The use of a nominee is likewise legitimate under the Uniform Commercial Code.” In re Cushman Bakery, 526 F.2d 23, 30 (1st Cir. 1975) (citations omitted). See also Milton R. Friedman, *Friedman On Contracts & Conveyances Of Real Property*, § 6:1:5 Nominees (“it is familiar practice in real estate transactions to use a nominee”). Cf. Indus.

Packaging Prods. Co. v. Fort Pitt Packaging Int'l, Inc., 399 Pa. 643, 648, 161 A.2d 19, 21 (Pa. 1960) (“It makes no difference as far as such notice is concerned whether the secured party listed in the filing statement is a principal or agent[.]”).

250. Claimant further contends that the Assignment of Mortgage signed on behalf of MERS is improper because the individual signing it was also the attorney for the assignee, GMACM. However, the law is clear that borrowers such as Claimant lack standing to challenge assignments out of MERS. See, e.g., In re Mortg. Elec. Registration Sys. (MERS) Litig., 2011 WL 4550189, *5 (citation omitted); Livonia Prop. Holdings, L.L.C. v. 12840-12976 Farmington Rd. Holdings, L.L.C., 717 F. Supp. 2d 724, 747 (E.D. Mich. 2010), aff'd, 399 F. App'x 97 (6th Cir. 2010), cert. denied, 131 S.Ct. 1696 (2011); Peterson v. GMAC Mortg., LLC, No. 11-11115-RWZ, 2011 WL 5075613, at *4 (D. Mass. Oct. 25, 2011) (“Accordingly, plaintiffs have no legally protected interest in the Mortgage assignment from MERS to GMAC Mortgage and therefore lack standing to challenge it.”).

251. Here, the alleged conduct involved allegedly fraudulent documents that were executed as part of the ordinary business activities related to the servicing of mortgage loans (and permitted under the terms of standard mortgages), and do not constitute “enterprise activities separate and apart from [the defendants’] regular business activities.” Acosta v. Campbell, 2006 WL 146208, at *6 (dismissing RICO claims against lenders alleged to have engaged in “originating, settling, and investing in mortgages” because such activities were all part of defendants “regular business activities” not in furtherance of a separate RICO enterprise); Atkinson v. Anadarko Bank and Trust Co., 808 F.2d at 441 (rejecting plaintiff’s claim that a bank, its holding company, and three employees were furthering a RICO enterprise where their alleged conduct consisted of mailing allegedly fraudulent loan statements – a regular bank

activity); Riverwoods Chappaqua Corp., 30 F.3d at 343-44 (plaintiff failed to establish the existence of conduct of a distinct RICO enterprise where complained of racketeering activities consisted of employees of bank merely carrying out bank business).

252. Furthermore, RICO claims predicated on mail and wire fraud require a plaintiff to plead justifiable reliance on a misrepresentation or wrongful conduct. Kimmel v. Phelan Hallinan & Schmieg, PC, 847 F. Supp. 2d 753, 770 (E.D. Pa. 2012) (citing cases). Claimant's allegation that one or more Defendants "caused confusion as to the ownership of the Mortgage" (Adversary Complaint at ¶ 13 and page 67) does not amount to justifiable reliance. "While 'confusion' may describe the emotion [Claimant] felt . . . it does not describe what [he] then did [and his] actions are the focus of the justifiable reliance prong[.]" See Kimmel, 847 F. Supp. 2d at 771 (emphasis omitted). Claimant has failed to plead any facts that plausibly suggest justifiable reliance by him on any conduct alleged on the part of the Defendants.

253. For all of the foregoing reasons, Claimant's insufficiently specific and conclusory allegations of RICO violation predicated on mail or wire fraud fail as a matter of law under 18 U.S.C. § 1962(c).

B. Claimant Has Not Stated a RICO Conspiracy Claim under 18 U.S.C. § 1962(d).

254. Section 1962(d) makes it unlawful to conspire to violate section 1962(c). 18 U.S.C. § 1962(d). To the extent Count I of the Adversary Complaint were liberally construed to allege a RICO conspiracy claim under section 1962(d), the allegations are also deficient and the claim fails as a matter of law.

(i) A Claim under § 1962(d) Cannot Survive if There is Not a § 1962(c) Violation.

255. At the outset, a claim for a violation of section 1962(d) cannot be sustained if the underlying section 1962(c) claim on which the conspiracy is based should fail. See Lum, 361

F.3d at 227 n.5 (“Any claim under section 1962(d) based on conspiracy to violate the other subsections of section 1962 necessarily must fail if the substantive claims are themselves deficient.”). Accordingly, should the Court determine that Claimant has not stated a claim under section 1962(c), no claim could be stated under section 1962(d).

(ii) Claimant Has Not Adequately Pled a Knowing Agreement to Participate in Racketeering Activity.

256. Liability for conspiracy under section 1962(d) attaches only where a defendant “*knowingly* agrees to facilitate a scheme which includes the operation or management of a RICO enterprise.” Smith v. Berg, 247 F.3d 532, 538 (3d Cir. 2001) (construing Salinas v. United States, 522 U.S. 52 (1997)) (emphasis added). In the case of service providers, “liability will arise only from services which were purposefully and knowingly directed at facilitating a criminal pattern of racketeering activity.” Smith v. Berg, 247 F.3d at 538 n.11. To state a section 1962(d) claim, a Plaintiff must accordingly allege – plausibly and in a non-conclusory fashion – that GMACM and the other Defendants named in the Adversary Complaint provided its/their services in a manner that was “purposefully and knowingly directed at facilitating a criminal pattern of racketeering activity.” Id. Claimant must allege facts that show that the alleged conspirator (1) entered into an agreement for the commission of the predicate acts and (2) had knowledge that those acts were part of a pattern of racketeering activity. Rose v. Bartle, 871 F.2d 331, 366 (3d Cir. 1989). “Because the core of a RICO civil conspiracy is an agreement to commit predicate acts, a RICO civil conspiracy complaint, at the very least, must allege specifically such an agreement.” Hecht v. Commerce Clearing House, Inc., 897 F.2d 21, 25 (2d Cir. 1990) (citing Rose v. Bartle, 871 F.2d at 366).

257. Although Claimant refers in a conclusory fashion to a “partnership or agreement,” between GMACM and Balboa, see, e.g., Adversary Complaint at ¶ 68, absent from the

Adversary Complaint is any allegation that factually demonstrates that GMACM specifically entered into an actual agreement for the commission of any of the alleged predicate RICO acts, whether the predicate acts were improper placement of lender placed insurance or mail/wire fraud by filing or mailing the Verification or Assignment of Mortgage. Also absent from the Adversary Complaint is any factually supported allegation of a *knowing agreement* by GMACM or the other Adversary Defendants to facilitate a scheme of racketeering activity. Claimant's boilerplate allegations that the parties "knowingly conspired" (e.g., Compl. page 47) do not save his conspiracy claims. See Heffernan, 2001 WL 803719, at *6, *8 (dismissing § 1962(d) claim where plaintiff alleged bank accepted deposits and withdrawals knowing the funds were fraudulently obtained and pled conclusory allegation of conspiracy).

258. Plaintiff's conclusory accusations of "racketeering," "fraud," "conspiracy," and "unfair trade practices" which permeate the Adversary Complaint do not satisfy applicable pleading standards and the RICO claim fails for insufficient pleading of any of the basic requirements of a RICO claim.

C. Mail and Wire Fraud - Count VIII

259. Count VIII fails to state a permissible claim because Claimant cannot state independent claims for alleged criminal conduct. There is "no private right of action for violations of the federal mail-fraud statute." Pharr v. Evergreen Gardens, Inc., No. 03-cv-5520(HB), 2004 WL 42262, at *1 n.2 (S.D.N.Y. Jan. 7, 2004). See also Raffaele v. Designers Break, Inc., 750 F. Supp. 611, 613 (S.D.N.Y.1990); Milburn v. Blackfrica Promotions, Inc., 392 F. Supp. 434, 435 (S.D.N.Y.1974) ("Private litigants cannot sue to redress the offenses defined in [18 U.S.C. § 1341]."); Delta Educ., Inc. v. Langlois, 719 F. Supp. 42, 50 (D.N.H. 1989) ("The plaintiff may allege mail fraud as the predicate acts for its RICO claim, but the mail fraud allegations themselves do not state a separate cause of action.").

260. Mail or wire fraud may constitute predicate acts under RICO. See, e.g., Lum, 361 F.3d at 223 (“predicate acts of racketeering may include, *inter alia*, federal mail fraud under 18 U.S.C. § 1341 or federal wire fraud under 18 U.S.C. § 1343”). Accordingly, to the extent this Count may be construed to state a predicate act for a RICO claim, the allegations are treated under the RICO analysis in Section V.A., and Count VIII must fail for the reasons stated therein.

D. False Claims Act - Count XI

261. In the False Claims Act (“FCA”), Congress prescribed a cause of action against those who knowingly present false claims for payment to the United States. 31 U.S.C. § 3729. The Attorney General is obligated diligently to investigate violations of the FCA and is authorized to bring suit for such violations. Id. §§ 3729, 3730(a). The FCA also provides, in subsection 3730(b), for “actions by private persons,” known as *qui tam* actions. The FCA permits the private “relators” in such cases to recover a share of the proceeds of the action in the event that the suit is successful. 31 U.S.C. § 3730(d).

(i) Claimant Did Not Fulfill Procedural Requirements For Purposes of Pursuing a *Qui Tam* Claim Under the FCA.

262. The FCA contains specific procedural requirements for commencing a *qui tam* suit.³² Compliance with the mandatory filing requirements of the FCA is an essential jurisdictional prerequisite to the assertion of the statutory right to file a *qui tam* claim. Claimant forfeited the right to bring this statutory cause of action when he violated the filing requirements of the statute. See, e.g., United States ex rel. Le Blanc III v. ITT Indus., Inc., 492 F. Supp. 2d 303, 304 (S.D.N.Y. 2007) (dismissing relator’s complaint with prejudice for failure to file

³² The FCA provides: A copy of the a [qui tam] complaint and written disclosure of substantially all material evidence and information shall be served on the Government pursuant to Rule 4(d)(4) of the Federal Rules of Civil Procedure. The complaint shall be filed in camera, shall remain under seal for at least 60 days, and shall not be served on the defendant until the court so orders. The Government may elect to intervene and proceed with the action within 60 days after it receives both the complaint and the material evidence and information. 31 U.S.C. § 3730(b)(2).

complaint under seal because failure frustrated purposes behind statute's sealing requirement). Claimant's failure to comply with all of the critical service and filing requirements and to fulfill the jurisdictional prerequisites would prevent federal subject matter jurisdiction from attaching, and any purported claim under FCA would be subject to dismissal under Fed. R. Civ. P. 12(b)(1).

(ii) Claimant Has Not Pled a False Claim With the Particularity Required by Rule 9(b).

263. Claims under the FCA "must be pleaded with particularity in accordance with Fed. R. Civ. P. 9(b)." United States ex rel. Schmidt v. Zimmer, Inc., 386 F.3d 235, 242 n. 9 (3d Cir. 2004) (citation omitted). "Rule 9(b) requires, at a minimum, that plaintiffs support their allegations of ... fraud with all of the essential factual background that would accompany the first paragraph of any newspaper story – that is, the 'who, what, when, where and how' of the events at issue." In re Rockefeller Ctr. Props. Secs. Litig., 311 F.3d 198, 217 (3d Cir. 2002) (citation and internal quotations omitted). "To state a claim under the False Claims Act with particularity, the complaint must allege 'facts as to time, place, and substance of the defendant's alleged fraud, and the details of the defendants' allegedly fraudulent acts, when they occurred, and who engaged in them.'" Corseello v. Lincare, Inc., 428 F.3d 1008, 1012 (11th Cir. 2005) (citation and internal quotations omitted).

264. At the outset, the Adversary Complaint fails even to cite the subdivisions of the FCA upon which Claimant purportedly relies for each of his causes of action. Claimant does not specify what provision has been violated, and there are many provisions of the civil FCA, including: 31 U.S.C. § 3729(a)(1)(A) (presentation of false claims for payment), 31 U.S.C. § 3729(a)(1)(B) (based upon making or using a false record or statement material to a false claim), 31 U.S.C. § 3729(a)(1)(B) (based upon submission of express and implied false certifications),

and 31 U.S.C. § 3729(a)(1)(G) (knowingly causing and retaining overpayments); 31 U.S.C. § 3729(a)(1)(C) (conspiring to submit a false claim). This failure, together with insufficiently particular pleadings manifest the lack of merit to Claimant's purported FCA claim.

265. Claimant alleged in the Eleventh Claim of the Adversary Complaint that GMACM "fraudulently made 'False Claims' to the United States Government on Claimant and his property as well as other homes & Homeowners for defaults on mortgages that did not occur, were caused by GMAC Mortgage, LLC or were made with knowingly fraudulent documents." Adversary Complaint at p. 73. He claims that GMACM "knew that it filed a 'False Claim' on Claimant's loan for the mortgage it alleges to service or own" and "has also made 'False Claims' on other mortgage loans with Fraudulent Documents [] for alleged defaults that did not occur, and for other reasons that were known to be false." Id. ¶ 171. He claims that "Taggart, and many other parties have had to defend false claims for foreclosure and Asserted ownership of a mortgage by GMAC Mortgage, LLC with knowingly false payments required for duplicate insurance to deceive plaintiff." Id. ¶ 172. Further, Claimant alleges that GMACM has submitted "False Claims" to the U.S. Federal Housing Administration and Department of Housing and Urban Development "for compensation for alleged defaults on Claimant's loan and many other loans with the knowledge that they made claims with fraudulent documents and knowledge that, *inter alia*, they caused default on those mortgages or were not even in default." Id. ¶ 173. Furthermore, he claims, GMACM "foreclosed on homes with knowingly fraudulent documents, then filed a claim with HUD, FHA, and the United States Government." Id.

266. Read individually and as a whole, Claimant's very general and wholly conclusory allegations that GMACM fraudulently made false claims to the United States or its departments, are insufficient to satisfy Rule 9(b). Claimant does not provide any detail as to what sort of

claim was made by GMACM, nor when any such claim was made. Also lacking is any specific allegation as to what the claim sought or obtained, e.g., what sort of payment was demanded, on what basis one or more claims was or were made, in what amount one or more claims were made, nor if - and if so in what amount – one or more claims was or were improperly paid.

267. A “fraudulent claim” – defined by the FCA as a “request or demand” for payment, 31 U.S.C. § 3729(c) – is “the *sine qua non* of a False Claims Act violation.” Sanderson v. HCA – The Healthcare Co., 447 F.3d 873, 878 (6th Cir. 2006) (quoting United States ex rel. Clausen v. Lab. Corp. of Am., Inc., 290 F.3d 1301, 1311 (11th Cir. 2002)). The law is clear that allegations of “underlying schemes and other wrongful activities that result in the submission of fraudulent claims” are inadequate under Rule 9(b) “unless they are linked to allegations, stated with particularity, of the actual false claims submitted to the government that constitute the essential element of an FCA qui tam action.” United States ex rel. Karvelas v. Melrose-Wakefield Hosp., 360 F.3d 220, 322 (1st Cir. 2004).

268. Claimant’s general references to GMACM “filing a claim” with HUD, FHA and the United States do not satisfy the pleading requirements of either Rule 9(b), nor Rule 12(b)(6). Although Claimant refers to causing defaults, it is also unclear from the face of the Adversary Complaint exactly what kind of claims, records or other representations Claimant alleges GMACM presented to the Government. Even if the Adversary Complaint were liberally construed to permissibly allege these facts on information and belief, Claimant does not identify the basis for this belief. See United States ex rel. Thompson v. Columbia/HCA Healthcare Corp., 125 F.3d 899, 903 (5th Cir. 1998) (complaint alleging violations of FCA on “information and belief” must set forth the basis for that belief). For these reasons, Claimant’s purported FCA

allegations in the Adversary Complaint fail as a matter of law, pursuant to Fed. R. Civ. P. 9(b) and 12(b)(6).

VI. RESERVATION OF RIGHTS

269. The Taggart Claim also asserts entitlement to (i) secured status, (ii) priority claim treatment, and (iii) interest (although no statement of interest has been provided). The Borrower Trust reserves the right to object to the Taggart Claim on any ground not included in this Objection including, without limitation, the grounds that the Taggart Claim is a general unsecured claim, not entitled to priority or interest under the applicable provisions of the Bankruptcy Code.

NOTICE

The Borrower Trust has provided notice of this Motion in accordance with the Case Management Procedures Order, approved by this Court on May 23, 2012 [Docket No. 141] and the Claims Procedures Order [Docket No. 3294].

CONCLUSION

WHEREFORE, the Borrower Trust respectfully requests entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem proper.

Dated: December 9, 2014

/s/ Norman S. Rosenbaum
Norman S. Rosenbaum
Jordan A. Wishnew
James A. Newton
MORRISON & FOERSTER LLP
250 W. 55th Street
New York, New York 10019
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

*Counsel for the ResCap Borrower
Claims Trust*

-and-

Barbara K. Hager (*admitted pro hac vice*)
REED SMITH LLP
Three Logan Square
Suite 3100
Philadelphia, Pennsylvania 19013
Telephone: (215) 851-8100
Facsimile: (215) 851-1420

*Litigation Counsel for the ResCap Borrower
Claims Trust*

Hearing Date: February 11, 2015 at 10:00 a.m. (Prevailing Eastern Time)
Objection Deadline: January 8, 2015 at 4:00 p.m. (Prevailing Eastern Time)

MORRISON & FOERSTER LLP
250 W. 55th Street
New York, New York 10019
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
Gary S. Lee
Norman S. Rosenbaum
Jordan A. Wishnew

REED SMITH LLP
Three Logan Square
Suite 3100
Philadelphia, Pennsylvania 19013
Telephone: (215) 851-8100
Facsimile: (215) 851-1420
Barbara K. Hager (*admitted pro hac vice*)

*Counsel for the ResCap Borrower
Claims Trust*

*Litigation Counsel for the ResCap Borrower
Claims Trust*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

)
)
)
)
)
)
)

Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

**NOTICE OF RESCAP BORROWER CLAIMS TRUST'S OBJECTION
TO PROOF OF CLAIM NO. 5257 FILED BY KENNETH TAGGART**

PLEASE TAKE NOTICE that the undersigned has filed the attached *ResCap Borrower Claims Trust's Objection to Proof of Claim No. 5257 Filed by Kenneth Taggart* (the "**Objection**").

PLEASE TAKE FURTHER NOTICE that a hearing on the Objection will take place on **February 11, 2015 at 10:00 a.m. (Prevailing Eastern Time)** before the Honorable Martin Glenn, at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, Room 501 (the "**Bankruptcy Court**").

PLEASE TAKE FURTHER NOTICE that responses, if any, to the Objection must be made in writing, conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Notice, Case Management, and Administrative Procedures approved by the Bankruptcy Court [Docket No. 141] and the Claims Procedures Order [Docket No. 3294], be filed electronically by registered users of the Bankruptcy Court's electronic case filing system, and be served, so as to be received no later than **January 8, 2015 at 4:00 p.m. (Prevailing Eastern Time)**, upon (a) the Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408; (b) counsel to the ResCap Borrower Claims Trust, Morrison & Foerster LLP, 250 West 55th Street, New York, NY 10019 (Attention: Norman S. Rosenbaum, Jordan A. Wishnew and James A. Newton); (c) litigation counsel to the ResCap Borrower Claims Trust, Reed Smith LLP, Three Logan Square, Suite 3100, Philadelphia, PA 19013 (Attention: Barbara K. Hager); (d) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014 (Attention: Linda A. Riffkin and Brian S. Masumoto); (e) The ResCap Liquidating Trust, Quest Turnaround Advisors, 800 Westchester Avenue, Suite S-520, Rye Brook, NY 10573 (Attention: Jeffrey Brodsky); and (f) The ResCap Borrower Claims Trust, Polsinelli PC, 900 Third Avenue, 21st Floor, New York, NY 10022 (Attention: Daniel J. Flanigan); and (g) Kenneth Taggart, 45 Heron Road, Holland, PA 18966.

PLEASE TAKE FURTHER NOTICE that if you do not timely file and serve a written response to the relief requested in the Objection, the Bankruptcy Court may deem

any opposition waived, treat the Objection as conceded, and enter an order granting the relief requested in the Objection without further notice or hearing.

Dated: December 9, 2014
New York, New York

/s/ Norman S. Rosenbaum
Norman S. Rosenbaum
Jordan A. Wishnew
James A. Newton
MORRISON & FOERSTER LLP
250 West 55th Street
New York, New York 10019
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

*Counsel for The ResCap Borrower
Claims Trust*

Exhibit 1 to Objection

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:	)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u>,	)	Chapter 11
)	
Debtors.	)	Jointly Administered
-----)	

**ORDER SUSTAINING RESCAP BORROWER CLAIMS TRUST'S
OBJECTION TO PROOF OF CLAIM NO. 5257 FILED BY KENNETH TAGGART**

Upon the objection (the “**Objection**”)¹ of the ResCap Borrower Claims Trust (the “**Borrower Trust**”) established pursuant to the terms of the confirmed Plan filed in the Chapter 11 Cases, as successor in interest to the above-captioned debtors (collectively, the “**Debtors**”) with respect to Borrower Claims, to Proof of Claim Number 5257 (the “**Proof of Claim**”) filed by Kenneth Taggart (“**Claimant**”), seeking entry of an order (the “**Order**”) pursuant to section 502(b) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 3007(a) of the Federal Rules of Bankruptcy Procedure, disallowing and expunging the Proof of Claim on the basis that the Debtors have no liability with respect to the Proof of Claim, all as more fully set forth in the Objection; and the Court having jurisdiction to consider the Objection and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Objection having been provided; and upon consideration of the Objection, the *Declaration of Lauren Graham Delehey in Support of ResCap Borrower Claims Trust’s Objection to Proof of*

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Objection.

Claim No. 5257 Filed by Kenneth Taggart and the Declaration of Dan Hall in Support of ResCap Borrower Claims Trust's Objection to Proof of Claim No. 5257 Filed by Kenneth Taggart; and the Court having found and determined that the relief requested in the Objection is in the best interests of the Borrower Trust, the Borrower Trust's beneficiaries, and all parties in interest; and the Court having found and determined that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED that the relief requested in the Objection is sustained to the extent provided herein; and it is further

ORDERED that, pursuant to section 502(b) of the Bankruptcy Code, the Proof of Claim is hereby disallowed and expunged in its entirety with prejudice; and it is further

ORDERED that Kurtzman Carson Consultants LLC, the Debtors' claims and noticing agent, is directed to disallow and expunge the Proof of Claim so that it is no longer maintained on the Debtors' Claims Register; and it is further

ORDERED that the Borrower Trust is authorized and empowered to take all actions as may be necessary and appropriate to implement the terms of this Order; and it is further

ORDERED that notice of the Objection as provided therein shall be deemed good and sufficient notice of such objection, and the requirements of Bankruptcy Rule 3007(a), the Case Management Procedures entered on May 23, 2012 [Docket No. 141], the Claims Procedures Order [Docket No. 3294], and the Local Bankruptcy Rules of this Court are satisfied by such notice; and it is further

ORDERED that this Order shall be a final order with respect to the Proof of Claim; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: February __, 2015
New York, New York

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 2 to Objection

Delehey Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

)
)
)
)
)
)
)

Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

**DECLARATION OF LAUREN GRAHAM DELEHEY
IN SUPPORT OF RESCAP BORROWER CLAIMS TRUST'S
OBJECTION TO PROOF OF CLAIM NO. 5257 FILED BY KENNETH TAGGART**

I, Lauren Graham Delehey, declare as follows:

1. I serve as Chief Litigation Counsel for the ResCap Liquidating Trust (the “**Liquidating Trust**”) established pursuant to the terms of the *Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 6030] in the above-captioned Chapter 11 Cases.¹ During the Chapter 11 Cases, I served as Chief Litigation Counsel in the legal department at Residential Capital, LLC (“**ResCap**”), a limited liability company organized under the laws of the state of Delaware and the parent of the other debtors in the above-captioned Chapter 11 Cases (collectively, the “**Debtors**”). I joined ResCap on August 1, 2011 as in-house litigation counsel.

2. In my role as Chief Litigation Counsel at ResCap, I was responsible for the management of litigation including, among others, residential mortgage-related litigation. In connection with ResCap’s chapter 11 filing, I also assisted the Debtors and their professional advisors in connection with the administration of the Chapter 11 Cases, including the borrower litigation matters pending before this Court. In my current position as Chief Litigation Counsel

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Objection (as defined below).

to the Liquidating Trust, among my other duties, I continue to assist the Liquidating Trust and the Borrower Claims Trust (the “**Borrower Trust**”) in connection with the claims reconciliation process.² I am authorized to submit this declaration (the “**Declaration**”) in support of the ResCap Borrower Claims Trust’s Objection (the “**Objection**”) to Proof of Claim No. 5257 Filed by Kenneth Taggart (the “**Taggart Claim**”).³

3. In my current and former capacities as Chief Litigation Counsel to the Liquidating Trust and ResCap, I am intimately familiar with the Debtors’ claims reconciliation process. Except as otherwise indicated, all statements in this Declaration are based on my familiarity with the Debtors’ Books and Records (the “**Books and Records**”), as well as the Debtors’ schedules of assets and liabilities and statements of financial affairs filed in these Chapter 11 Cases (collectively, the “**Schedules**”), my review and reconciliation of claims, and/or my review of relevant documents. I or other Liquidating Trust personnel have reviewed and analyzed the proof of claim form and supporting documentation filed by the Claimant. Since the Plan went effective and the Borrower Trust was established, I, along with other members of the Liquidating Trust have consulted with the Borrower Trust to continue the claims reconciliation process, analyze claims and determine the appropriate treatment of the same. In connection with such review and analysis, where applicable, I or other Liquidating Trust personnel, together with professional advisors, have reviewed (i) information supplied or verified by former personnel in departments within the Debtors’ various business units, (ii) the Books and Records, (iii) the Schedules, (iv) other filed proofs of claim, (v) the official claims register maintained in the

² The Liquidating Trust and the Borrower Trust are parties to an Access and Cooperation Agreement, dated December 17, 2013, which, among other things, provides the Borrower Trust with access to the books and records held by the Liquidating Trust and to the Liquidating Trust’s personnel to assist the Borrower Trust in performing its obligations.

³ A true and correct copy of the Taggart Claim, filed November 15, 2012, is attached hereto as Exhibit 1.

Debtors' Chapter 11 Cases, and/or (vi) documents and filings from other litigation matters involving particular claimants.

4. In connection with the Taggart Claim, the Liquidating Trust, on behalf of the Borrower Trust, reviewed Claimant's payment history, the Debtors' internal servicing notes, and litigation files including the various pleadings filed in the litigation between the Debtors and Taggart.

5. I am familiar with the records maintained by the Debtors' businesses, and am qualified by my position to identify those records and certify their authenticity. Except as otherwise noted below, each of the records attached to or accompanying this declaration (excluding court filings and other court-issued documents) were original records of the business or true and accurate duplicates thereof. In addition, these records (i) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters, (ii) were kept in the course of a regularly conducted business activity, and (iii) were made by the business as part of its regular practice.

6. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors' operations, information learned from my review of relevant documents and information I have received through my discussions with other former members of the Debtors' management or other former employees of the Debtors, the Liquidating Trust's and the Borrower Trust's professionals and consultants. If I were called upon to testify, I could and would testify competently to the facts set forth in the Objection on that basis.

I. CLAIMANT'S RELATIONSHIP WITH THE DEBTORS

A. Loan Origination

7. Each of the lawsuits referenced in the Taggart Claim relate to a mortgage on a three-family property located at 521 Cowpath Road, Telford, PA 18969 ("**Property**"). In 2008,

Claimant closed on an FHA insured residential income property home refinance loan in the original principal amount of \$659,648.00.⁴ In connection with the refinance loan, Claimant granted a mortgage on the Property in favor of LBA Financial Group, LLC. The Mortgage was executed on July 11, 2008, and was recorded on July 23, 2008 in the Office of the Recorder of Deeds in Montgomery County.⁵ The Mortgage was executed in favor of MERS, as nominee, and was later assigned to GMAC Mortgage, LLC (“GMACM”), which Assignment was received by the Recorder of Deeds on September 2, 2009 and recorded on October 6, 2009.⁶

8. In connection with the loan transaction, Claimant received the benefit of loan disbursements above stated, and satisfaction of mortgages then outstanding in favor of Greenpoint Mortgage in the amount of \$424,136.60, and in favor of Countrywide Bank in the amount of \$80,190.87.⁷

9. In addition, as shown on the HUD-1, \$90,976.77 of other debt was paid to payees including Bank of America, HFC Beneficial, Credit One Financial Solutions, Fia Merrill, Discover, and Gerald R. Delong, TC for 2008-2009 school taxes. Id. Moreover, Claimant received \$31,560.94 in cash in connection with the refinancing transaction. Id.

10. The Note was endorsed by the original lender LBA Financial Group, LLC to GMAC Bank which subsequently endorsed the Note to GMAC Mortgage, LLC, which in turn endorsed the note in blank. The Note was in the possession of GMACM or its counsel from the date the Foreclosure Action was initiated until the time that servicing of the loan was transferred to Ocwen Loan Servicing, LLC (discussed below).

⁴ A true and correct copy of an Appraisal report for the property indicating two of three units were rental units and a true and correct copy of the Note are attached hereto as Exhibits 2 and 3, respectively.

⁵ A copy of the recorded Mortgage, including the 1-4 Family Rider, is attached hereto as Exhibit 4.

⁶ A true and correct copy of the recorded Assignment is attached hereto as Exhibit 5.

⁷ A true and correct copy of the HUD-1 Settlement Statement (“**HUD-1**”) is attached hereto as Exhibit 6.

11. I understand that Claimant has alleged that he sent letters to GMACM on April 20, 2009 and May 28, 2009 requesting that GMACM send correspondence regarding his mortgage to an address other than the Property address. GMACM has no record of receiving an April 20, 2009 letter requesting a change of address. GMACM does, however, have a record of receiving Claimant's May 28, 2009 letter. On June 9, 2009, GMACM sent Claimant a letter which, upon information and belief, was responsive to May 28, 2009 request letter. See Exhibit 7 at 8.⁸

B. Hazard Insurance and the Escrow Account

12. Prior to the closing of his loan, Claimant was informed that he would be required to maintain continuous hazard insurance coverage on the Property throughout the life of the loan and that he would be required to provide a paid receipt for the full first year's premium.⁹ Notwithstanding this requirement, at the closing of the loan, Claimant provided proof of insurance covering the Property only through August 9, 2008.¹⁰

13. As described further below and in the Objection, Claimant made allegations in several prepetition and postpetition lawsuits regarding hazard insurance coverage on the Property and alleged wrongdoing on the part of GMACM in connection therewith. Many of the hazard insurance tracking, renewal, and coverage responsibilities associated with mortgage loans serviced by GMACM were performed by Newport Management Corp. Consequently, the Declaration of Dan Hall, submitted with the Objection, outlines a large portion of the insurance-related background prior to the partial cancellation of a lender-placed insurance policy related to the Loan (Policy No. [REDACTED] 8065) in January of 2009.

⁸ Attached hereto as Exhibit 7 is an excerpt of the loan servicing and mortgage account history notes for the Loan. For ease of reference, bates stamp page numbers have been added to the pages included in the excerpt.

⁹ A true and correct copy of a Notice to Borrower is attached hereto as Exhibit 8.

¹⁰ A true and correct copy of the Evidence of Property Insurance provided by Claimant in connection with the closing of his loan is attached hereto as Exhibit 9.

14. According to GMACM's servicing records, in connection with the partial cancellation of the lender-placed insurance policy in January of 2009, \$6,684.00 that had previously been paid by GMACM was refunded to GMACM and credited to Claimant's account on January 29, 2009. See Exhibit 7 at 2. However, the refund had not yet been posted to Claimant's escrow account by the time a February 9, 2009 escrow account analysis was conducted. As a result, by letter dated February 9, 2009, Claimant was informed that his monthly payment would increase from \$5,401.26 to \$6,609.05 as of April 1, 2009 unless the anticipated escrow deficiency for the year was paid prior to that date.¹¹ The letter also indicated that if Claimant paid the anticipated escrow deficiency in advance, his monthly payment commencing on April 1, 2009 would be \$6,007.16. See Exhibit 10 at 2.

15. On February 27, 2009 and March 30, 2009, Claimant made his monthly mortgage payments for February and March, respectively, each more than three weeks after their due date on the first of the respective month. See Exhibit 7 at 2.

16. On April 29, 2009, GMACM received a letter from Claimant, in which letter, upon information and belief, Claimant disputed the amount of his April monthly payment. See Id. at 10 (indicating receipt of a correspondence from Claimant). On information and belief, GMACM acknowledged Claimant's letter by response dated May 5, 2009¹² and, by May 12, 2009, GMACM had conducted a new escrow analysis and sent Claimant a letter indicating that an adjustment had been made, resulting in a revised monthly payment of \$5,612.25 commencing as of April 1, 2009.¹³ The \$210.99 increase in Claimant's monthly payment resulted from an escrow deficiency caused, in part, by Claimant's failure to provide one year's proof of insurance

¹¹ A true and correct copy of GMACM's February 9, 2009 escrow letter is attached hereto as Exhibit 10.

¹² See Exhibit 7 at 9 (indicating that a letter was sent to Claimant on May 5, 2009).

¹³ A true and correct copy of GMACM's May 12, 2009 response to Claimant's escrow account dispute letter and the corresponding May 12, 2009 escrow analysis are attached hereto as Exhibits 11 and 12, respectively.

at closing and the resulting payment by GMACM of premiums on Claimant's prior insurance policies with The Philadelphia Contributorship Insurance Company (Policy Nos. ■■■225 and ■■■227).

17. Upon information and belief, by letter received on July 1, 2009 Claimant informed GMACM that he continued to dispute the amount of his payment. See Exhibit 7 at 7. GMACM, by responsive letter dated July 15, 2009, provided a copy of the most recent escrow analysis and requested that Claimant identify the entries that he believed needed to be adjusted.¹⁴ GMACM does not have any record of receiving a response to its July 15, 2009 letter.

II. THE ACTIONS

A. Claimant's Default, Repayment Plan Efforts and the Foreclosure Proceeding

18. Claimant has failed to make payments since March 30, 2009.

19. On May 11, 2009, GMACM notified Claimant that his mortgage payments of \$10,802.52 for the April 1, 2009 and May 1, 2009 due dates were past due, and stated total late charges of \$1130.96.¹⁵

20. On or about June 2, 2009, GMACM sent to Claimant a notice informing Claimant that the mortgage was in default and that absent a cure of the default, GMACM intended to accelerate and foreclose.¹⁶

21. On or about July 2, 2009, GMACM sent a notice to Claimant that the default and failure to reinstate rendered the account subject to foreclosure.¹⁷

22. On or about July 9, 2009, GMACM spoke with Claimant by telephone and discussed his account, which was by then past due for April, May, June and July payments. See

¹⁴ A true and correct copy of GMACM's July 15, 2009 responsive letter is attached hereto as Exhibit 13.

¹⁵ A true and correct copy of the May 11, 2009 notice is attached hereto as Exhibit 14.

¹⁶ A true and correct copy of the GMACM's June 2, 2009 notice is attached hereto as Exhibit 15.

¹⁷ A true and correct copy of GMACM's July 2, 2009 notice is attached hereto as Exhibit 16.

Exhibit 7 at 7. Claimant requested a repayment plan to avoid foreclosure upon the Property, and advised GMACM that the reasons for his default were (i) temporary hardship; (ii) an income decrease in January 2009; and, (iii) an increase in escrow payments. See Id. GMACM's computer system indicates that a Repayment Plan was consequently set up pursuant to which Claimant would pay \$11,224.50 by July 31, 2009, \$12,001.77 on or before August 31, 2009, and \$12,001.78 on or before September 30, 2009. See also Id. Claimant was informed that there would be no grace period with respect to the payments due under the Repayment Plan. See Id. A post-dated payment was set up and, in exchange, GMACM agreed to withhold a referral to foreclosure. See Id.

23. On July 29, 2009, Claimant advised GMACM by telephone that he would not comply with the Repayment Plan and that the reason for his default was that he was self-employed, that his hardship started six months prior and that he could make double payments, but that no payment would arrive until August 15, 2009. See Id. at 5. Because Claimant failed to comply with the terms of the Repayment Plan for which he was advised there would be no grace period, GMACM cancelled the repayment plan. See Id.

24. On August 4, 2009, with five months of mortgage payments then due and owing on Claimant's account, GMACM completed and approved a foreclosure referral review. See Id.

25. On August 7, 2009, Claimant requested another repayment plan by phone, but GMAC informed Taggart that the account was in foreclosure, and that a full reinstatement payment would be required to avoid foreclosure. See Id. at 4.

26. Because Claimant failed to comply with the repayment plan for which he was advised that there would be no grace period (as described above), GMACM instituted the Foreclosure Action on or about August 14, 2009.¹⁸

27. It is my understanding based upon the change of address requested by Claimant on or about May 28, 2009, and based upon W-2 filings produced during the course of the Foreclosure Action, that the Property was not owner occupied at the time of the commencement of the Foreclosure Action, nor for the year required by various loan documents including the Mortgage and Borrower's Closing Affidavit, by which Claimant attested that he would occupy the Property as his primary residence for at least one year after closing, absent written consent to the contrary or extenuating circumstances beyond Claimant's control.¹⁹

28. It is also my understanding that at relevant times, Claimant has received rental income generated from the Property, which Claimant has been obligated to hold in trust for the benefit of GMACM or its successor in interest since any event of default. See Mortgage ¶ 17 ("If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument."); see also Mortgage 1-4 Family Rider, ¶ H (same).

29. Claimant filed an Answer and several subsequent counterclaim pleadings, the last of which was his *Amended Answer to Complaint With New Matter and Counterclaim* ("**Counterclaim**"), filed on or about January 6, 2014, after the trial court granted Claimant's

¹⁸ A true and correct copy of the Complaint in the Foreclosure Action is attached hereto as Exhibit 17. A true and correct copy of the docket report from the Foreclosure Proceeding, as of November 19, 2014, is attached hereto as Exhibit 18.

¹⁹ Attached hereto as Exhibit 19 is a true and correct copy of W-2 forms produced by Claimant during the course of the Foreclosure Action. Attached hereto as Exhibit 20 is a true and correct copy of Borrower's Closing Affidavit.

Motion for Leave to File a Third Amended Complaint filed June 25, 2013. See Exhibit 18 at 10.²⁰

30. On or about February 15, 2013, in connection with the Debtors' sale of their mortgage servicing platform to Ocwen Loan Servicing, LLC ("**Ocwen**"), servicing of the Claimant's loan was transferred to Ocwen. Ocwen serves as the current servicer of the loan.

31. Consequently, the Mortgage was subsequently assigned to Ocwen.²¹

32. On October 30, 2013, Ocwen, on behalf of GMACM and pursuant to a subservicing agreement entered into in connection with the Debtors' sale of their mortgage servicing platform, filed a *Praecipe to Discontinue* the Foreclosure Action ("**Discontinuance**"). In response, Claimant filed a *Motion to Strike or a Petition to Reinstate* on November 1, 2013, which he thereafter withdrew on February 28, 2014. See Exhibit 18 at 10-11.

33. On January 27, 2014, GMACM filed a *Motion for a Stay*, in which it argued that further adjudication of the Foreclosure Action was or should have been stayed pending further relief from this Court in light of the instant bankruptcy proceedings, this Court's September 7, 2012 Order Granting in Part and Denying in Part the Taggart Motion to Lift the Automatic Stay, and the new procedural posture in the trial court, namely, that GMACM's offensive *in rem* foreclosure claim was withdrawn and Taggart's Counterclaim was thereby effectively converted to offensive claims seeking monetary damages from Debtor GMACM.²²

34. GMACM's *Motion for a Stay* of the matter pending further direction or relief from this Court was granted by order entered on March 20, 2014. See Exhibit 18 at 12.

²⁰ A true and correct copy of the Counterclaim, as filed in the Foreclosure Action, is attached hereto as Exhibit 21. Notably, the Counterclaim filed January 6, 2014 is not the proposed amended filing attached as Exhibit A to the Motion by which Claimant was granted leave to amend. The Counterclaim filed January 6, 2014 contains a separate Count XI alleging a violation of a Pennsylvania statute that was not included in the proposed amended filing. A true and correct copy of Claimant's *Motion for Leave to File a Third Amended Complaint* is attached hereto as Exhibit 22.

²¹ A true and correct copy of an Assignment of Mortgage from MERS to Ocwen is attached hereto as Exhibit 23.

²² A true and correct copy of GMACM's *Motion for a Stay* is attached hereto as Exhibit 24.

35. Pending at the time the State Court granted the stay of the Foreclosure Action were GMACM's Preliminary Objections to the Counterclaim,²³ and Claimant's Preliminary Objections to same, along with a Motion for Sanctions Claimant filed on March 13, 2014, by which he sought sanctions based on GMACM's requests that the trial court stay the case and discovery pending further instruction or relief from this Court. See Exhibit 18 at 11.

B. The First Federal Action

36. On or about January 26, 2012, Claimant filed the First Federal Action in the United States District Court for the Eastern District of Pennsylvania.²⁴

37. GMACM was not served with Mr. Taggart's amended complaint in the First Federal Action until May 22, 2012.²⁵ Due to the automatic stay of these bankruptcy proceedings, Debtors did not file an answer in the First Federal Action.

38. On or about November 26, 2012, the court dismissed all but one claim against the Federal Defendants.²⁶ The Court allowed a due process claim raising the adequacy of a hearing before HUD officials to proceed. The Government's Motion to Dismiss that claim was converted into a Motion for Summary Judgment, which was granted August 12, 2013, and judgment was entered in favor of the Federal Defendants.²⁷

39. Claimant's appeal of the District Court decisions is currently pending in the United States Circuit Court for the Third Circuit. By letter correspondence to the Clerk dated

²³ GMACM filed the Preliminary Objections in an abundance of caution to avoid potential default because the trial court had not at that time stayed the action in light of the instant bankruptcy proceedings.

²⁴ A true and correct copy of the Amended Civil Complaint filed in the First Federal Action on March 22, 2012 is attached hereto as Exhibit 25. A true and correct copy of the docket report in the First Federal Action is attached hereto as Exhibit 26.

²⁵ A copy of the Summons in the First Federal Action is attached hereto as Exhibit 27.

²⁶ A true and correct copy of the court's November 26, 2012 order dismissing the First Federal Action as against the Federal Defendants is attached hereto as Exhibit 28.

²⁷ A true and correct copy of the court's August 12, 2013 order granting summary judgment in favor of the Government is attached hereto as Exhibit 29.

September 18, 2013, GMACM advised the Court of Appeals that the bankruptcy stay was still in effect and that GMACM would not be participating in the appeal.²⁸

40. On April 8, 2014, Claimant moved the District Court for voluntarily dismissal of GMACM without prejudice under Rule 41(B), which the Court granted on April 11, 2014. See Exhibit 26 at 9. Accordingly, GMACM is no longer a party to the First Federal Action.

C. The Second Federal Action

41. On or about April 10, 2012, Claimant filed the Second Federal Action against, among others, the Pennsylvania Superior Court and Montgomery County, Pennsylvania.²⁹ On May 8, 2012, Claimant amended the complaint in the Second Federal Action to include claims against GMACM and MERS.³⁰ GMACM did not answer the Complaint due to the pending bankruptcy proceedings.

42. The claims against all non-Debtor defendants have been dismissed and the docket for the Second Federal Action indicates that the case has been closed.³¹

D. The Adversary Proceeding

43. On November 15, 2012, Claimant filed in this Court the Adversary Proceeding.³² On February 26, 2013, Claimant filed a “petition to withdraw his complaint” and, on March 4, 2013, the Adversary Proceeding was closed.³³

²⁸ A true and correct copy of GMACM’s September 18, 2013 letter to the Third Circuit Court of Appeals is attached hereto as Exhibit 30.

²⁹ A true and correct copy of the Docket Report in the Second Federal Action is attached hereto as Exhibit 31.

³⁰ A true and correct copy of the Amended Complaint in the Second Federal Action is attached hereto as Exhibit 32.

³¹ True and correct copies of the Orders dismissing all non-debtor Defendants are attached hereto as Exhibit 33.

³² A true and correct copy of the Adversary Complaint is attached hereto as Exhibit 34.

³³ A true and correct copy of *Praeipie to Withdraw Adversary Complaint* is attached hereto as Exhibit 35.

III. ADDITIONAL DOCUMENTS

44. Attached hereto as Exhibit 36 is a true and correct copy of Claimant's Supplemental to Rebuttal/Counter Claim Filed Against Plaintiff, as filed in the Foreclosure Action.

45. Attached hereto as Exhibit 37 is a true and correct copy of Claimant's Third Amended Counterclaim (without exhibits), as filed in the Foreclosure Action.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing
is true and correct.

Dated: December 9, 2014

/s/ Lauren Graham Delehey
Lauren Graham Delehey
Chief Litigation Counsel for the
ResCap Liquidating Trust

In re Residential Capital, LLC

No. 12-12020 (MG)

**United States Bankruptcy Court
For the Southern District of New York**

Exhibits to Delehey Declaration in Support of Taggart Claim Objection

Exhibit No.	Description
1.	Proof of Claim
2.	Appraisal Report
3.	Note
4.	Record Mortgage (including 1-4 Family Rider)
5.	Recorded Assignment
6.	HUD-1 Settlement Statement
7.	Mortgage Account History
8.	Notice to Borrower
9.	Evidence of Property Insurance provided by Claimant
10.	February 9, 2009 Escrow Analysis
11.	May 12, 2009 Dispute Response
12.	May 12, 2009 Escrow Analysis
13.	GMACM's July 15, 2009 Dispute Response
14.	May 11, 2009 Notice
15.	GMACM's June 2, 2009 Notice
16.	GMACM's July 2, 2009 Notice
17.	Complaint in the Foreclosure Action
18.	Taggart Foreclosure Docket as of Nov. 19, 2014
19.	W-2 Forms
20.	Borrower's Closing Affidavit
21.	Counterclaim as Filed in Foreclosure Action
22.	Taggart's Motion for Leave to File a Third Amended Complaint
23.	Assignment of Mortgage from MERS to Ocwen
24.	GMACM's Motion for a Stay Pending Further Relief or Directive from Bankruptcy Court
25.	Amended Civil Complaint filed in First Federal Action of Mar. 22, 2012
26.	First Federal Action Docket Sheet
27.	Summons in First Federal Action
28.	Nov. 26, 2012 Order Dismissing First Federal Action as against Federal Defendants
29.	Aug. 12, 2013 Order Granting Summary Judgment in Favor of Government
30.	GMACM's Sept. 18, 2013 Letter to the Third Circuit Court of Appeals
31.	Docket Sheet in Second Federal Action
32.	Amended Complaint in Second Federal Action

33.	Orders Dismissing all Non-Debtor Defendants
34.	Adversary Complaint filed on Nov. 15, 2012
35.	Praeipie to Withdraw Adversary Complaint filed Feb. 26, 2013
36.	Supplemental to Rebuttal/Counter Claim Filed Against Plaintiff
37.	Claimant's Third Amended Counterclaim (excluding exhibits)

Exhibit 1

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK			PROOF OF CLAIM
Name of Debtor and Case Number: Residential Capital, LLC, Case No. 12-12020			
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Residential Capital, LLC - GMAC Mortgage, LLC		<div style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">NOV 17 2012</div> <div style="text-align: center; font-weight: bold; font-size: 0.8em;">KURTZMAN CARSON CONSULTANTS</div> <div style="font-size: small;"> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: Nov 13, 2012 <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. </div>	
Name and address where notices should be sent: Kenneth Taggart, 45 Heron Rd, Holland, Pa. 18966		<div style="font-size: small;"> <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. </div>	
Telephone number: 215-774-1585 email: appraisal1s@verizon.net		<div style="font-size: small;"> 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(11) </div>	
Name and address where payment should be sent (if different from above):		<div style="font-size: small;"> Amount entitled to priority: <div style="font-size: 1.5em; font-weight: bold;">450,000,000</div> </div>	
Telephone number: email:		<div style="font-size: small;"> * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. </div>	
1. Amount of Claim as of Date Case Filed: \$ <u>450,000,000</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5.			
2. Basis for Claim: Adversary Complaint 11-13-12 & All claims made in complaints in Cases attached. (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: <u>3466</u>	3a. Debtor may have scheduled account as: <u>see complaints filed</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ <u>350000</u> Annual Interest Rate <u>6.5</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ <u>225000 estimate</u> Basis for perfection: <u>Fraud - False Claims</u> Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)			
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <u>KENNETH TAGGART</u> Title: _____ Company: _____ Address and telephone number (if different from notice address above): <u>45 heron rd, holland pa 18966</u> Telephone number: 215-774-1585 Email: appraisal1s@verizon.net			

COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18



12120201211500000000098

United States Bankruptcy Court

Southern District of New York

Proof of Claim – Addendum of Kenneth Taggart, Creditor

Residential Capital, LLC, Case No. 12-12020

All claims made in Cases filed in the following cases & courts are part of The Proof of Claims form filed with this court.

1) GMAC v Taggart, Court of Common Pleas, Montgomery County Pennsylvania,
(##2009-25338)

2) Taggart v GMAC Mortgage, LLC , et al,

2:2012cv00415 – District Court for The Eastern District of Pennsylvania

3) Taggart v Montgomery County, et al,

2:2012cv01913 - District Court for The Eastern District of Pennsylvania

4) All Claims made in The Adversary complaint filed by Kenneth Taggart

In this court regarding this case. United States Bankruptcy Court – Southern
District of New York. ResCap 12-12020

Kenneth Taggart, Nov 13, 2012

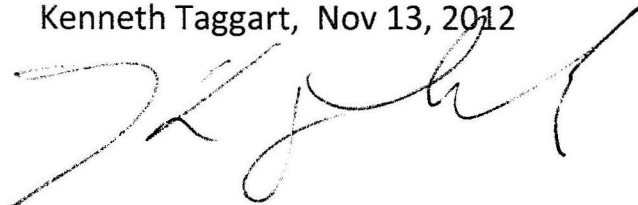
A handwritten signature in black ink, appearing to read 'K Taggart', is written over the typed name and date.

Exhibit 2

REAL ESTATE APPRAISERS ERRORS & OMISSIONS LIABILITY INSURANCE POLICY

DECLARATIONS PAGE

This is a claim made and reported policy.
Please read this policy and all endorsements and attachments carefully.

Policy Number: 0228

Renewal of Number: NJA993322A

1. NAMED INSURED: Norman A Rader
MAILING ADDRESS: 379 Selma St Suite 201
Philadelphia, PA 19116

2. POLICY PERIOD: Inception Date: 06/30/2007 Expiration Date: 06/30/2008
Effective 12:01 a.m. Standard Time of the mailing address of the Named Insured.

3. LIMIT OF LIABILITY:
Each Claim: \$ 1,000,000
Aggregate: \$ 2,000,000
Lock Box Liability: N/A

4. CLAIM EXPENSES:
b. Have a separate limit of liability.

5. STATUS OF INSURED: Partnership

6. DEDUCTIBLE: \$5001.000
Each Claim:
b. The deductible amount specified above applies to both Damages and Claims Expenses.

7. PRIOR ACTS DATE: 06/30/2003
If a date is indicated, this insurance will not apply to any regular act, error, omission or personal injury
which occurred before such date.

8. PREMIUM: \$ 599.00

9. ENDORSEMENTS:
This policy is made and accepted such to the printed conditions in this policy together with the provisions,
stipulations and agreements contained in the following form(s) or endorsement(s).
CSN-66-RE-122 (07/2004) CSN-66-PL-440EA (07/2004)
66-PL-281 (07/2004) GSN-07-PL-375 (02/2006)

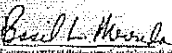

10. MANAGING AGENT
Herbert H. Landy Insurance Agency, Inc.
75 Second Avenue, Suite 410
Needham, Massachusetts 02464-2876


Authorized Representative

Producer Code: 00026230
Date: 06/21/2007

Class Code: 73128
SLA#: 00000000000000000000000000000000

GSN-06-RE-720 (03/2005)

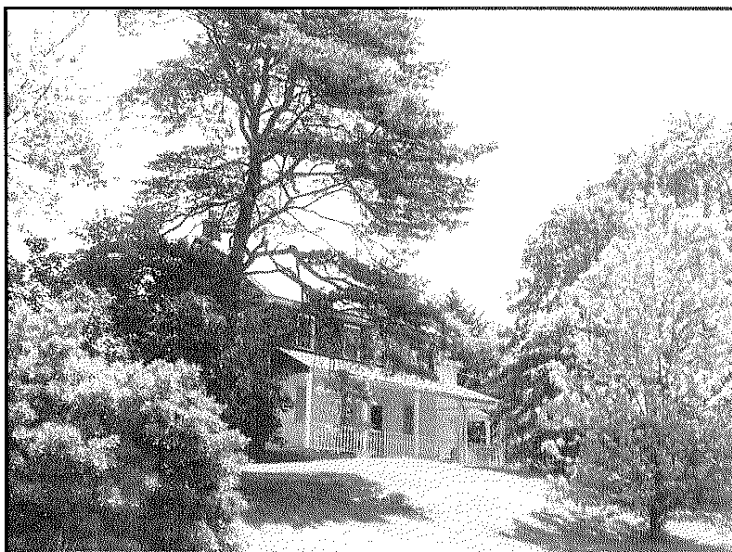
Commonwealth of Pennsylvania Department of State Bureau of Professional and Occupational Affairs PO Box 2649 Harrisburg PA 17105-2649		07 472977
Certificate Type Certified General Appraiser	Certificate Status Active	Initial Certification Date 08/06/1991
NORMAN ALLAN RAGER 370 SELMA STREET PHILADELPHIA PA 19116	Certificate Number GA000209L	Expiration Date 06/30/2009
		

CURRENT CERTIFIED GENERAL APPRAISER'S CERTIFICATE

FROM: NORMAN RADER Telephone Number: 215-698-8847 Fax Number:		<h1>INVOICE</h1> <table border="1"> <tr> <th>INVOICE NUMBER</th> </tr> <tr> <td>521COW08</td> </tr> <tr> <th>DATE</th> </tr> <tr> <td>6/16/08</td> </tr> <tr> <th>REFERENCE</th> </tr> <tr> <td> Internal Order #: Lender Case #: Client File #: Main File # on form: Other File # on form: 441-8406221 Federal Tax ID: [REDACTED] 3960 Employer ID: [REDACTED] 3960 </td> </tr> </table>		INVOICE NUMBER	521COW08	DATE	6/16/08	REFERENCE	Internal Order #: Lender Case #: Client File #: Main File # on form: Other File # on form: 441-8406221 Federal Tax ID: [REDACTED] 3960 Employer ID: [REDACTED] 3960		
INVOICE NUMBER											
521COW08											
DATE											
6/16/08											
REFERENCE											
Internal Order #: Lender Case #: Client File #: Main File # on form: Other File # on form: 441-8406221 Federal Tax ID: [REDACTED] 3960 Employer ID: [REDACTED] 3960											
TO: EAGLE NATIONWIDE MORTGAGE Telephone Number: 215-7281221 Fax Number: Alternate Number: E-Mail:											
<table border="1"> <tr> <th>DESCRIPTION</th> </tr> <tr> <td> Lender: EAGLE NATIONWIDE MORTGAGE Client: EAGLE NATIONWIDE MORTGAGE Purchaser/Borrower: KENNETH J TAGGART Property Address: 521 Cowpath Rd City: TELFORD County: MONTGOMERY State: PA Zip: 18969-7100 Legal Description: SEE DEED AS RECORDED </td> </tr> </table>				DESCRIPTION	Lender: EAGLE NATIONWIDE MORTGAGE Client: EAGLE NATIONWIDE MORTGAGE Purchaser/Borrower: KENNETH J TAGGART Property Address: 521 Cowpath Rd City: TELFORD County: MONTGOMERY State: PA Zip: 18969-7100 Legal Description: SEE DEED AS RECORDED						
DESCRIPTION											
Lender: EAGLE NATIONWIDE MORTGAGE Client: EAGLE NATIONWIDE MORTGAGE Purchaser/Borrower: KENNETH J TAGGART Property Address: 521 Cowpath Rd City: TELFORD County: MONTGOMERY State: PA Zip: 18969-7100 Legal Description: SEE DEED AS RECORDED											
<table border="1"> <tr> <th>FEES</th> <th>AMOUNT</th> </tr> <tr> <td>PAID -600.00</td> <td>600.00 -600.00</td> </tr> <tr> <td colspan="2" style="text-align: right;">SUBTOTAL</td> </tr> </table>		FEES	AMOUNT	PAID -600.00	600.00 -600.00	SUBTOTAL					
FEES	AMOUNT										
PAID -600.00	600.00 -600.00										
SUBTOTAL											
<table border="1"> <tr> <th>PAYMENTS</th> <th>AMOUNT</th> </tr> <tr> <td> Check #: Date: Description: Check #: Date: Description: Check #: Date: Description: </td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;">SUBTOTAL</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL DUE \$</td> </tr> </table>		PAYMENTS	AMOUNT	Check #: Date: Description: Check #: Date: Description: Check #: Date: Description:		SUBTOTAL		TOTAL DUE \$			
PAYMENTS	AMOUNT										
Check #: Date: Description: Check #: Date: Description: Check #: Date: Description:											
SUBTOTAL											
TOTAL DUE \$											

Borrower/Client	KENNETH J TAGGART			File No.	521COW08
Property Address	521 Cowpath Rd				
City	TELFORD	County	MONTGOMERY	State	PA
Lender	EAGLE NATIONWIDE MORTGAGE			Zip Code	18969-7100

TABLE OF CONTENTS



Small Income	1
Supplemental Addendum w/sig block	8
Additional Comparables 4-6	10
Subject Photos	11
Subject Photos	12
Comparable Photos 1-3	13
Above-Grade Building Sketch (Page - 1)	14
LOCATION AND COMPARABLE SALES MAP	15
Comparable Photos 4-6	16
Operating Income Statement	17
Narrative Photo Addendum	19

Small Residential Income Property Appraisal Report

441-8406221
File # 521COW08

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **521 Cowpath Rd** City **TELFORD** State **PA** Zip Code **18969-7101**
 Borrower **KENNETH J TAGGART** Owner of Public Record **KENNETH J TAGGART** County **MONTGOMERY**
 Legal Description **SEE DEED AS RECORDED**
 Assessor's Parcel # **300134001078004** Tax Year **2008** R.E. Taxes \$ **8,215.00**
 Neighborhood Name **FRANCONIA TOWNSHIP/TELFORD** Map Reference **37964** Census Tract **2071.03**
 Occupant ☒ Owner ☒ Tenant ☐ Vacant Special Assessments \$ **N/A** ☐ PUD HOA \$ ☐ per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☐ Purchase Transaction ☒ Refinance Transaction ☐ Other (describe)
 Lender/Client **EAGLE NATIONWIDE MORTGAGE** Address **6823 CASTOR AVE PHILADELPHIA, PA. 19149**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No
 Report data source(s) used, offering price(s), and date(s). **TREND/ REALTY RECORDS/MLS/PROPERTY OWNER WERE USED.**

I ☐ did ☒ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. **NO AGREEMENT OF SALE ON SUBJECT REFINANCE**

Contract Price \$ **N/A** Date of Contract **N/A** Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s)
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No
 If Yes, report the total dollar amount and describe the items to be paid. **NONE KNOWN**

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		2-4 Unit Housing Trends		2-4 Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	60 %		
Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input checked="" type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %		
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	100 Low	NEW	Multi-Family	5 %		
Neighborhood Boundaries 15 MILE RADIUS FROM THE SUBJECT IN BUCKS AND MONTGOMERY COUNTIES IN THE STATE OF PENNSYLVANIA.		2,000 High	100+	Commercial	10 %		
		400 Pred.	50	Other	20 %		

Neighborhood Description **THE SUBJECT IS IN AN AREA WHICH CONSISTS OF MOSTLY MIXED STYLE RESIDENTIAL WITH LARGER ACREAGE PARCELS DWELLINGS, VARYING IN AGE, SIZE, STYLE, AND APPEAL. THE SUBJECT IS CONVENIENTLY LOCATED TO ALL PUBLIC AMENITIES. THERE ARE NO FACTORS NOTED THAT WOULD DETRACT FROM MARKETABILITY.**

Market Conditions (including support for the above conclusions) **MULTI-FAMILY DWELLINGS IN THE SUBJECT'S COMPETITIVE MARKETING AREA ARE PURCHASED BY INVESTORS AND OWNER OCCUPANTS. MARKETING TIME MAY EXTEND BEYOND 6 MONTHS DEPENDING WHAT TIME OF THE YEAR PROPERTY IS PLACED ON MARKET.**

Dimensions **IRREGULAR** Area **4.86 ACRES** Shape **IRREGULAR** View **AVERAGE**
 Specific Zoning Classification **RESIDENTIAL 2-4 FAM** Zoning Description **3 FAMILY TRIPLEX**
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
 Electricity ☒ ☐ Water ☐ ☒ WELL Street **MACADAM** ☒ ☐
 Gas ☐ ☐ PROPANE/OIL Sanitary Sewer ☐ ☒ SEPTIC Alley **NONE** ☐ ☐
 FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone **X** FEMA Map # **42091C0128F** FEMA Map Date **10/19/2001**
 Are the utilities and/or off-site improvements typical for the market area? ☐ Yes ☐ No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☐ No If Yes, describe

THERE ARE NO ADVERSE EASEMENTS, ENCROACHMENTS, SLIDE AREAS OR OTHER FACTORS THAT WOULD DETRACT

General Description		Foundation		Exterior Description		Interior	
Units <input type="checkbox"/> Two <input checked="" type="checkbox"/> Three <input type="checkbox"/> Four	Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	STONE/CONC/AVG	Floors	CARPET/AVG		
Accessory Unit (describe below)	Full Basement <input checked="" type="checkbox"/> Partial Basement	Exterior Walls	STONE/STUC/SID	Walls	PLAS-DRWL/AVG		
# of Stories 2 # of bldgs. 2	Basement Area sq.ft.	Roof Surface	SHIN/SLATE/MET	Trim/Finish	WOOD/AVG		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Finish	Gutters & Downspouts	ALUMINUM/AVG	Bath Floor	CER-TILE/AVG		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	VINYL/WOOD/AVG	Bath Wainscot	CER-TILE/AVG		
Design (Style) TRIPLEX	Evidence of <input type="checkbox"/> Infestation NONE EVI	Storm Sash/Insulated	YES/AVG	Car Storage			
Year Built 1868	Dampness <input type="checkbox"/> Settlement <input checked="" type="checkbox"/>	Screens	YES/YES	<input type="checkbox"/> None			
Effective Age (Yrs) 15 YRS	Heating/Cooling	Amenities		<input checked="" type="checkbox"/> Driveway # of Cars 10			
Attic <input type="checkbox"/> None <input type="checkbox"/> FWA <input checked="" type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Fireplace(s) # <input type="checkbox"/> Woodstove(s) #	Driveway Surface	ASPHALT	<input checked="" type="checkbox"/> Garage # of Cars 5			
<input checked="" type="checkbox"/> Drop Stair <input checked="" type="checkbox"/> Stairs	Other Fuel OIL-ELEC	Patio/Deck		<input type="checkbox"/> Carport # of Cars			
<input checked="" type="checkbox"/> Floor <input type="checkbox"/> Scuffie	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	Pool		<input type="checkbox"/> Att. <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in			
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	Individual <input type="checkbox"/> Other	Other					

# of Appliances	Refrigerator	Range/Oven	Dishwasher	Disposal	Microwave	Washer/Dryer	Other (describe)
Unit # 1 contains:	7 Rooms	4 Bedrooms	1.5 Bath(s)	2,152 Square Feet of Gross Living Area			
Unit # 2 contains:	3 Rooms	1 Bedrooms	1 Bath(s)	1,146 Square Feet of Gross Living Area			
Unit # 3 contains:	9 Rooms	5 Bedrooms	2.5 Bath(s)	2,337 Square Feet of Gross Living Area			
Unit # 4 contains:	Rooms	Bedrooms	Bath(s)	Square Feet of Gross Living Area			

Additional features (special energy efficient items, etc.).

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). **THE SUBJECT IS WELL MAINTAINED AND IN AVERAGE CONDITION WITH SEMI MODERN KITCHENS AND BATHS. NO REPAIRS OR MODERNIZATION NEEDED.**

Small Residential Income Property Appraisal Report

441-8406221
File # 521COW08

IMPROVEMENTS	Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe.																																																																																																														
	THERE WERE NO PHYSICAL DEFICIENCIES OR ADVERSE CONDITIONS THAT AFFECT THE LIVABILITY, SOUNDNESS, OR STRUCTURAL INTEGRITY OF THE PROPERTY. THE APPRAISAL IS MADE "AS IS".																																																																																																														
	Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe. THE PROPERTY GENERALLY CONFORMS TO THE NEIGHBORHOOD.																																																																																																														
	Is the property subject to rent control? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe																																																																																																														
COMPARABLE RENTAL DATA	The following properties represent the most current, similar, and proximate comparable rental properties to the subject property. This analysis is intended to support the opinion of the market rent for the subject property.																																																																																																														
	FEATURE		SUBJECT		COMPARABLE RENTAL # 1		COMPARABLE RENTAL # 2		COMPARABLE RENTAL # 3																																																																																																						
	Address 521 Cowpath Rd		16 ROUTE 113		2204 THREE RUN RD		903 RIDGE RD																																																																																																								
	TELFORD, PA 18969-7100		PERKASIE, PA 18944		PERKASIE, PA 18944		SELLERSVILLE, PA 18960																																																																																																								
	Proximity to Subject		1.26 miles SE		3.24 miles SE		3.19 miles E																																																																																																								
	Current Monthly Rent		\$ 2400		\$ 2500		\$ 2725																																																																																																								
	Rent/Gross Bldg. Area		\$ 1.48 sq.ft.		\$ 0.88 sq.ft.		\$ 0.83 sq.ft.																																																																																																								
	Rent Control		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																																								
	Data Source(s)		OWNER		MLS		BROKER/MLS		BROKER/MLS																																																																																																						
	Date of Lease(s)		MTH/MTH/OWN		MTH/MTH		MTH/MTH		MTH/MTH																																																																																																						
SUBJECT RENT SCHEDULE	Location		AVERAGE		AVERAGE		AVERAGE		AVERAGE																																																																																																						
	Actual Age		140 YRS		153 YRS		9 YRS		90 YRS																																																																																																						
	Condition		AVERAGE		AVERAGE		AVERAGE		AVERAGE																																																																																																						
	Gross Building Area		5,635		1624		2827		3272																																																																																																						
	Unit Breakdown		Rm Count Size Sq. Ft.		Rm Count Size Sq. Ft.		Rm Count Size Sq. Ft.		Rm Count Size Sq. Ft.																																																																																																						
	Unit # 1		Tot Br Ba 5635		Tot Br Ba 1624		Tot Br Ba 2827		Tot Br Ba 3272																																																																																																						
	Unit # 2		7 4 1.5 2,152		10 4 3.5 1,624		7 4 2.5 2,827		3 1 1 972																																																																																																						
	Unit # 3		3 1 1 1,146						4 2 1 1,150																																																																																																						
	Unit # 4		9 5 2.5 2,337						4 2 1 1,150																																																																																																						
	Utilities Included																																																																																																														
Analysis of rental data and support for estimated market rents for the individual subject units reported below (including the adequacy of the comparables, rental concessions, etc.) RENTAL COMPARABLES #1 & #2 ARE SIMILAR SIZE 4-5 BEDROOM COMPARABLES THAT WOULD INDICATE COMPARABLE RENT FOR UNITS #1 & #3 OF THE SUBJECT. COMPARABLE #3 IS A THREE UNIT RESIDENTIAL THAT IS A GOOD RENTAL INDICATOR FOR UNIT #2 OF THE SUBJECT PROPERTY.																																																																																																															
Rent Schedule: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property.																																																																																																															
PRIOR SALE HISTORY	<table border="1"> <thead> <tr> <th rowspan="2">Unit #</th> <th colspan="2">Leases</th> <th colspan="3">Actual Rents</th> <th colspan="3">Opinion of Market Rent</th> <th rowspan="2">Total Rents</th> </tr> <tr> <th>Begin Date</th> <th>End Date</th> <th>Unfurnished</th> <th>Furnished</th> <th>Total Rents</th> <th>Unfurnished</th> <th>Furnished</th> <th>Total Rents</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>MTH/MTH</td> <td></td> <td>\$ 1,750</td> <td>\$</td> <td>\$ 1,750</td> <td>\$ 2,700</td> <td>\$</td> <td>\$ 2,700</td> </tr> <tr> <td>2</td> <td>MTH/MTH</td> <td></td> <td>795</td> <td></td> <td>795</td> <td>875</td> <td></td> <td>875</td> </tr> <tr> <td>3</td> <td>OWNER</td> <td></td> <td></td> <td></td> <td></td> <td>2,800</td> <td></td> <td>2,800</td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="3">Comment on lease data</td> <td colspan="3">Total Actual Monthly Rent</td> <td colspan="3">Total Gross Monthly Rent</td> <td>Total Rents</td> </tr> <tr> <td colspan="3"></td> <td colspan="3">\$ 2,545</td> <td colspan="3">\$ 6,375</td> </tr> <tr> <td colspan="3"></td> <td colspan="3">Other Monthly Income (itemize)</td> <td colspan="3">Other Monthly Income (itemize)</td> </tr> <tr> <td colspan="3"></td> <td colspan="3">\$</td> <td colspan="3">\$</td> </tr> <tr> <td colspan="3">Total Actual Monthly Income</td> <td colspan="3">\$ 2,545</td> <td colspan="3">Total Estimated Monthly Income</td> <td>\$ 6,375</td> </tr> </tbody> </table>										Unit #	Leases		Actual Rents			Opinion of Market Rent			Total Rents	Begin Date	End Date	Unfurnished	Furnished	Total Rents	Unfurnished	Furnished	Total Rents	1	MTH/MTH		\$ 1,750	\$	\$ 1,750	\$ 2,700	\$	\$ 2,700	2	MTH/MTH		795		795	875		875	3	OWNER					2,800		2,800	4									Comment on lease data			Total Actual Monthly Rent			Total Gross Monthly Rent			Total Rents				\$ 2,545			\$ 6,375						Other Monthly Income (itemize)			Other Monthly Income (itemize)						\$			\$			Total Actual Monthly Income			\$ 2,545			Total Estimated Monthly Income			\$ 6,375
	Unit #	Leases		Actual Rents			Opinion of Market Rent			Total Rents																																																																																																					
		Begin Date	End Date	Unfurnished	Furnished	Total Rents	Unfurnished	Furnished	Total Rents																																																																																																						
	1	MTH/MTH		\$ 1,750	\$	\$ 1,750	\$ 2,700	\$	\$ 2,700																																																																																																						
	2	MTH/MTH		795		795	875		875																																																																																																						
	3	OWNER					2,800		2,800																																																																																																						
	4																																																																																																														
	Comment on lease data			Total Actual Monthly Rent			Total Gross Monthly Rent			Total Rents																																																																																																					
				\$ 2,545			\$ 6,375																																																																																																								
				Other Monthly Income (itemize)			Other Monthly Income (itemize)																																																																																																								
			\$			\$																																																																																																									
Total Actual Monthly Income			\$ 2,545			Total Estimated Monthly Income			\$ 6,375																																																																																																						
Utilities included in estimated rents <input type="checkbox"/> Electric <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Gas <input type="checkbox"/> Oil <input type="checkbox"/> Trash collection <input type="checkbox"/> Cable <input type="checkbox"/> Other																																																																																																															
Comments on actual or estimated rents and other monthly income (including personal property) UNIT #1 & #2 ARE RENTED. UNITS #1 AND #2 ARE LOW FOR MARKET PLACE; UNIT #3 IS OWNER OCCUPIED AND RENT WAS ESTIMATED USING SIMILAR COMPARABLE RENTAL PROPERTIES IN THE SUBJECT'S COMPETITIVE MARKETING AREA.																																																																																																															
I <input type="checkbox"/> did <input checked="" type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain																																																																																																															
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.																																																																																																															
Data Source(s) MLS;PUBLIC RECORDS;OWNER																																																																																																															
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.																																																																																																															
Data Source(s) MLS;PUBLIC RECORDS																																																																																																															
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).																																																																																																															
ITEM		SUBJECT		COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3																																																																																																							
Date of Prior Sale/Transfer		N/A		N/A		N/A		N/A																																																																																																							
Price of Prior Sale/Transfer																																																																																																															
Data Source(s)		MLS;PUBLIC RECORDS		MLS;PUBLIC RECORDS		MLS;PUBLIC RECORDS		MLS;PUBLIC RECORDS																																																																																																							
Effective Date of Data Source(s)		6/16/08		6/16/08		6/16/08		6/16/08																																																																																																							
Analysis of prior sale or transfer history of the subject property and comparable sales NO PRIOR SALES ON THE SUBJECT IN THE PAST 3 YEARS; NO PRIOR SALES ON THE COMPARABLES IN THE PRIOR 1 YEAR.																																																																																																															

Small Residential Income Property Appraisal Report

441-8406221
File # 521COW08

There are 4 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 849,000 to \$ 1,495,000	
There are 4 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 650,000 to \$ 1,150,000	
FEATURE	SUBJECT
Address	521 Cowpath Rd TEL FORD, PA 18969-710
Proximity to Subject	3206 SKIPPACK PIKE LANDSDALE, PA 19446
Sale Price	1.59 miles E \$ 1,150,000
Sale Price/Gross Bldg. Area	2270 PERKIOMENVILLE RD HARLEYSVILLE, PA 19438
Gross Monthly Rent	3055 BEDMINSTER RD PERKASIE, PA 18944
Gross Rent Multiplier	6.41 miles NE
Price per Unit	
Price per Room	
Price per Bedroom	
Rent Control	
Data Source(s)	
Verification Source(s)	
VALUE ADJUSTMENTS	DESCRIPTION
Sale or Financing	CONV
Concessions	NO ASST
Date of Sale/Time	1/30/08
Location	AVERAGE
Leasehold/Fee Simple	Fee Simple
Site	4.86 ACRES
View	AVERAGE
Design (Style)	TRIPLEX
Quality of Construction	AVERAGE
Actual Age	140 YRS
Condition	AVERAGE
Gross Building Area	5,635
Unit Breakdown	
Unit # 1	
Unit # 2	
Unit # 3	
Unit # 4	
Basement Description	FULL
Basement Finished Rooms	UNFINISHED
Functional Utility	AVERAGE
Heating/Cooling	OHW-EBB/NOCA
Energy Efficient Items	AVERAGE
Parking On/Off Site	5 CAR GARAGE
Porch/Patio/Deck	4 PORCH
POOL	NO POOL
	SEM MOD KITS
	NO FIREPLACE
Net Adjustment (Total)	
Adjusted Sale Price of Comparables	
Adjusted Price Per Unit (Adj. SP Comp / # of Comp Units)	
Adjusted Price Per Room (Adj. SP Comp / # of Comp Rooms)	
Adjusted Price Per Bedroom (Adj. SP Comp / # of Comp Bedrooms)	
Value per Unit	
Value per Rm.	
Summary of Sales Comparison Approach including reconciliation of the above indicators of value.	
See attached addenda.	
Indicated Value by Sales Comparison Approach \$ 875,000	
Total gross monthly rent \$ 6375 X gross rent multiplier (GRM) 235.00 = \$ 1498125	
Comments on income approach including reconciliation of the GRM RENTAL INCOME VARIES ON MULTI-UNIT DWELLINGS OF DIFFERENT AGE, SIZE AND CONDITION.	
Indicated Value by: Sales Comparison Approach \$ 875,000 Income Approach \$ 1498125 Cost Approach (if developed) \$ N/A	
ALL APPROACHES TO VALUE WERE CONSIDERED, MOST WEIGHT TO THE MARKET DATA APPROACH AND SOME WEIGHT ON THE INCOME APPROACH, HOWEVER MOST WEIGHT GIVEN TO THE MARKET DATA APPROACH AS MOST PROPERTIES OF THIS TYPE ARE PURCHASED BY OWNER OCCUPANTS. THE COST APPROACH DOES NOT APPLY DUE TO THE AGE OF THE SUBJECT.	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: <input type="checkbox"/>	
APPRaisal IS MADE AS IS. ALL UTILITIES WERE ON AN OPERATING AT THE TIME OF THE INSPECTION.	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 875,000, as of JUNE 16, 2008, which is the date of inspection and the effective date of this appraisal.	

Small Residential Income Property Appraisal Report

441-8406221
File # 521COW08

URAR: Conditions of Appraisal

THIS IS A SUMMARY APPRAISAL WHICH IS INTENDED TO COMPLY WITH THE REPORTING REQUIREMENTS SET FORTH UNDER STANDARDS 2-2(b) OF THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE FOR A SUMMARY APPRAISAL. AS SUCH IT PRESENTS ONLY DISCUSSIONS OF THE DATA, REASONING AND ANALYSES THAT WERE USED IN THE APPRAISAL PROCESS TO DEVELOP THE APPRAISER'S OPINION OF VALUE. SUPPORTING DOCUMENTATION THAT IS NOT PROVIDED WITH THE REPORT CONCERNING THE DATA, REASONING AND ANALYSES IS RETAINED IN THE APPRAISER'S FILE. THE DEPTH OF THE DISCUSSION CONTAINED IN THIS REPORT IS SPECIFIC TO THE NEEDS OF THE CLIENT AND FOR THE INTENDED USE STATED IN THE REPORT. THE APPRAISER IS NOT RESPONSIBLE FOR UNAUTHORIZED USE OF THIS REPORT.

THE READER IS CAUTIONED THAT THE APPRAISER'S FUNCTION IS TO ESTIMATE AND ESTABLISH THE VALUE OF THE SUBJECT PROPERTY. WHILE MECHANICAL SYSTEMS, ROOFS AND STRUCTURAL INTEGRITY ARE CONSIDERED BY THE APPRAISER IN ESTIMATING AND ESTABLISHING THE VALUE, THE APPRAISER HAS NO EXPERTISE IN THESE ITEMS AND EVEN THOUGH THEY ARE MENTIONED IN THE APPRAISAL REPORT THAT REFERENCE DOES NOT CARRY ANY WARRANTY, INFERRED OR IMPLIED, REGARDING THEIR CONDITION OR WORKING ORDER. ANY PARTY TO THIS TRANSACTION THAT HAS AN INTEREST IS ENCOURAGED TO PERFORM THEIR OWN DUE DILIGENCE INVESTIGATION IN ORDER TO SATISFY ANY QUESTIONS THEY MAY HAVE REGARDING THESE ITEMS.

FUNCTION OF APPRAISAL

The function of this report is to guide the financing entity or its nominee in an estimate of market value for the subject property. This Real Estate Appraisal is intended for the use of EAGLE NATIONWIDE MTGE CO or any other financing entity that has been assigned this report by EAGLE NATIONWIDE MTGE CO. Use of this report by others is not intended.

The need for determining the market value, we have been informed, is to establish the potential value for financing purposes.

COST APPROACH

IT IS NOTED THAT THE COST APPROACH TO VALUE WAS NOT UTILIZED DUE TO NOT BEING ABLE TO ACCURATELY ESTIMATE ACCRUED DEPRECIATION.

ADDITIONAL COMMENTS

COST APPROACH

PUD INFORMATION

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) THE SUBJECT'S NEIGHBORHOOD IS IN EXCESS OF 100 YRS OLD NO LAND SALES EXIST. THE APPRAISER HAS USED LAND ALLOCATION BASED ON HISTORICAL DATA INDICATING OPTIMUM BREAKDOWN OF 75% TO IMPROVEMENTS AND 25% TO THE LANDCOST OR A VALUE OF \$218,750. APPROACH N/A DUE TO AGE OF SUBJECT.

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$
Source of cost data	DWELLING Sq.Ft. @ \$	= \$
Quality rating from cost service	Effective date of cost data	Sq.Ft. @ \$ = \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)		= \$
	Garage/Carport Sq.Ft. @ \$	= \$
	Total Estimate of Cost-New	= \$
	Less Physical Functional External	
	Depreciation	= \$()
	Depreciated Cost of Improvements	= \$
	"As-is" Value of Site Improvements	= \$
Estimated Remaining Economic Life (HUD and VA only)	45 Years	INDICATED VALUE BY COST APPROACH = \$

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
Legal Name of Project
Total number of phases Total number of units Total number of units sold
Total number of units rented Total number of units for sale Data source(s)
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.
Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.
Describe common elements and recreational facilities.

Small Residential Income Property Appraisal Report

441-8406221
File # 521COW08

This report form is designed to report an appraisal of a two- to four-unit property, including a two- to four-unit property in a planned unit development (PUD). A two- to four-unit property located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements, including each of the units. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Small Residential Income Property Appraisal Report

441-8406221
File # 521COW08

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property, including all units. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison and income approaches to value. I have adequate market data to develop reliable sales comparison and income approaches to value for this appraisal assignment. I further certify that I considered the cost approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Small Residential Income Property Appraisal Report

441-8406221
File # 521COW08

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature *Norm A. A. Rader*
Name NORMAN A A RADER
Company Name N RADER ASSOCIATES
Company Address SUITE 201 370 SELMA STREET,
PHILADELPHIA, PA 19116
Telephone Number 215-698-8847
Email Address _____
Date of Signature and Report 06/18/2008
Effective Date of Appraisal JUNE 16, 2008
State Certification # PA GA 000289L
or State License # _____
or Other (describe) _____ State # _____
State PA
Expiration Date of Certification or License 6/30/2009

ADDRESS OF PROPERTY APPRAISED

521 Cowpath Rd
TELFORD, PA 18969-7100

APPRAISED VALUE OF SUBJECT PROPERTY \$ 875,000

LENDER/CLIENT

Name _____
Company Name EAGLE NATIONWIDE MORTGAGE
Company Address 6823 CASTOR AVE PHILADELPHIA,
PA. 19149
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from street
Date of Inspection _____
- ☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Supplemental Addendum

File No. 521COW08

Borrower/Client	KENNETH J TAGGART					
Property Address	521 Cowpath Rd					
City	TELFORD	County	MONTGOMERY	State	PA	Zip Code 18969-7100
Lender	EAGLE NATIONWIDE MORTGAGE					

521 Cowpath Rd
Telford, Pa 18969

COMMENTS ON MARKET DATA AND MARKETABILITY

Last sale on the subject property prior to current owner was: 1/1/51.


SIMILAR properties to the subject in Franconia Township but have not sold. This indicates that there are **SIMILAR** properties in the subject's marketing area, however none have sold recently **OR ARE MEANINGFUL WHEN RELATED TO THE SUBJECT** as many are held by owners for many years and they do not come on the market very often. When they do come on the market, marketing time is usually typical to other properties in the market place as long as the asking price is reasonable for the property being offered For Sale.

SIMILAR properties in Franconia Township:

144 Allentown Rd : Last Sale 7/16/99
863 Harleysville Pike; Last Sale 7/21/95
198 Middle Park Dr: Last Sale 5/17/02
831 Kulp Rd: Last Sale 5/13/04
462 harleysville Pike: Last Sale 12/30/92
774 Morewood Rd Last Sale 1/1/95
678 County Line Rd Last Sale 1/3/85
112 Schoolhouse Ln Last Sale 2/8/73
461 Homestead Ave Last Sale 1/1/75
759 Cowpath Rd Last Sale 6/10/88
164 Telford Pike Last Sale 9/15/78
237 Morwood Rd Last Sale 11/29/83
318 Morwood Rd Last Sale 9/30/95
326 Leidy Rd Last Sale 1/1/61
490 Cowpath Rd Last Sale 1/11/91
817 Morwood Rd Last Sale 6/29/01
759 Morwood Rd Last Sale 8/17/04
102 Allentown Rd Last Sale 2/10/00
612 Bergy Rd Last Sale 1/1/70
715 Kellers Rd Last Sale 8/22/75
210 Yale Ct Last Sale 11/21/03
939 Camp Rd Last Sale 3/1/72
91 Allentown Rd Last Sale 12/28/88
824 Allentown Rd Last Sale 3/19/92

• Small Income : Sales Comparison - Summary

ALL COMPARABLES ARE CONSIDERED TO BE RELIABLE VALUE INDICATORS AND THE BEST AVAILABLE AT THIS TIME. IT WAS NECESSARY TO EXTEND THE SEARCH BEYOND ONE MILE DUE TO THE RURAL NATURE AND THE LACK OF MORE SIMILAR PROPERTIES THAT HAVE SOLD IN THE IMMEDIATE AREA. MOST WEIGHT GIVEN TO ADJUSTED VALUES. SEE ALSO ADDITIONAL COMPARABLES #4 & #5 TO SUPPORT VALUE- ONE LISTING AND ONE PENDING SALE. COMPARABLE #4 IS A SIMILAR 3 UNIT AND IS CONSIDERED MOST SIMILAR TO THE SUBJECT IN AGE, SQUARE FOOT AGE, AND LOT SIZE. SINGLE ADJUSTMENTS EXCEED 10%, NET ADJUSTMENTS EXCEED 15%

Signature 
Name **NORMAN A A RADER**
Date Signed **06/18/2008**
State Certification # **PA GA 000289L** State **PA**
Or State License # _____ State _____


Signature _____
Name _____
Date Signed _____
State Certification # _____ State **PA**
Or State License # _____ State _____

Supplemental Addendum

File No. **521COW08**

Borrower/Client	KENNETH J TAGGART		
Property Address	521 Cowpath Rd		
City	TELFORD	County	MONTGOMERY
		State	PA
		Zip Code	18969-7100
Lender	EAGLE NATIONWIDE MORTGAGE		

**DUE TO THE LACK OF MORE SIMILAR 18, 2008 COMPARABLES SOLD RECENTLY WITHIN THE
SUBJECT'S COMPETITIVE MARKETING AREA.**

Signature 
Name **NORMAN A A RADER**
Date Signed **06/18/2008**
State Certification # **PA GA 000289L** State **PA**
Or State License # _____ State _____

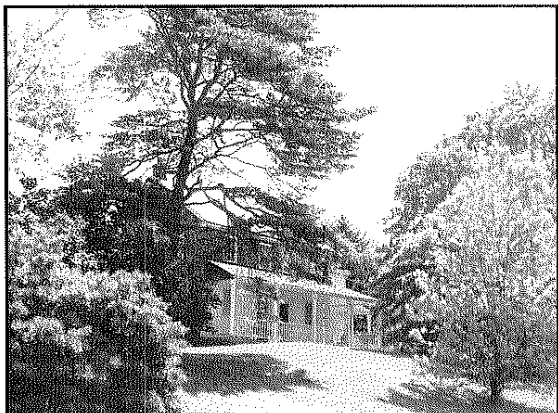
Signature _____
Name _____
Date Signed _____
State Certification # _____ State **PA**
Or State License # _____ State _____

Small Residential Income Property Appraisal Report

441-8406221
File # 521COW08

FEATURE		SUBJECT		COMPARABLE SALE #4			COMPARABLE SALE #5			COMPARABLE SALE #6		
Address		521 Cowpath Rd TELFORD, PA 18969-710		1620 NORTH WALES RD BLUE BELL PA 19422			1722 RIDGE RD PERKASIE, PA 18944					
Proximity to Subject				3.85 miles SE			4.01 miles NE					
Sale Price		\$ N/A		\$ 1,000,000			\$ 849,000					
Sale Price/Gross Bldg. Area				sq.ft. \$ 167.87			sq.ft. \$ 259.71			sq.ft. \$		
Gross Monthly Rent		\$ 6,375.00		\$ 4,200			\$ 3,300					
Gross Rent Multiplier				238.10			257.27					
Price per Unit		\$		\$ 333,333			\$ 424,500					
Price per Room		\$		\$ 38,462			\$ 84,900					
Price per Bedroom		\$		\$ 90,909			\$ 169,800					
Rent Control		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Data Source(s)				MLS;BROKER			MLS;BROKER					
Verification Source(s)				BROKER/PUBLIC RECORDS			BROKER/PUBLIC RECORDS					
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION +(-) Adjustment			DESCRIPTION +(-) Adjustment			DESCRIPTION +(-) Adjustment		
Sale or Financing				PENDING SALE			ACTIVE LISTING					
Concessions				FIN PRICE UNK								
Date of Sale/Time				PEND 9/18/08								
Location		AVERAGE		AVERAGE			AVERAGE					
Leasehold/Fee Simple		Fee Simple		FEE			FEE					
Site		4.86 ACRES		6.99 ACRES -10,000			10.41 ACRES -25,000					
View		AVERAGE		AVERAGE			AVERAGE					
Design (Style)		TRIPLEX		TRIPLEX			DUPLEX					
Quality of Construction		AVERAGE		AVERAGE			AVERAGE					
Actual Age		140 YRS		173 YRS			157 YRS					
Condition		AVERAGE		AVERAGE			AVERAGE					
Gross Building Area		5,635		5,957 -12,880			3,269 +94,640					
Unit Breakdown		Total Bdrms Baths		Total Bdrms Baths			Total Bdrms Baths			Total Bdrms Baths		
Unit # 1		7 4 1.5		10 5 3			6 3 2.5					
Unit # 2		3 1 1		8 3 1.5			4 2 1.5					
Unit # 3		9 5 2.5		8 3 1.5								
Unit # 4												
Basement Description				FULL			FULL					
Basement Finished Rooms		UNFINISHED		UNFINISHED			UNFINISHED					
Functional Utility		AVERAGE		AVERAGE			AVERAGE					
Heating/Cooling		OHW-EBB/NOCA		OBB/NONE			OBB/CA -10,000					
Energy Efficient Items		AVERAGE		AVERAGE			AVERAGE					
Parking On/Off Site		5 CAR GARAGE		1 CAR GARAGE +20,000			3 CAR GARAGE +10,000					
Porch/Patio/Deck		4 PORCH		BARN			PORCH/DECK +10,000					
POOL		NO POOL		NO POOL			A.G. POOL					
		SEM MOD KITS		MOD KIT -30,000			MOD KIT -30,000					
		NO FIREPLACE		2 FIREPLACE -4,000			NO FIREPLACE					
Net Adjustment (Total)				<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -36,880			<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 49,640			<input type="checkbox"/> + <input type="checkbox"/> - \$		
Adjusted Sale Price of Comparables				Net Adj. 3.7 % Gross Adj. 7.7 % \$ 963,120			Net Adj. 5.8 % Gross Adj. 21.2 % \$ 898,640			Net Adj. % Gross Adj. % \$		
Adjusted Price Per Unit (Adj. SP Comp / # of Comp Units)				\$ 321,040			\$ 449,320			\$		
Adjusted Price Per Room (Adj. SP Comp / # of Comp Rooms)				\$ 37,043			\$ 89,864			\$		
Adjusted Price Per Bedrm (Adj. SP Comp / # of Comp Bedrooms)				\$ 87,556			\$ 179,728			\$		
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).												
ITEM		SUBJECT		COMPARABLE SALE #4			COMPARABLE SALE #5			COMPARABLE SALE #6		
Date of Prior Sale/Transfer		N/A		N/A			N/A					
Price of Prior Sale/Transfer												
Data Source(s)		MLS;PUBLIC RECORD		MLS;PUBLIC RECORD			MLS;PUBLIC RECORDS					
Effective Date of Data Source(s)		6/16/08		6/16/08			6/16/08					
Analysis of prior sale or transfer history of the subject property and comparable sales NO PRIOR SALES ON COMPARABLES #4 OR #5 IN PAST 1 YEAR.												
Analysis/Comments												
ENCLOSED ARE TWO ADDITIONAL COMPARABLES TO SUPPORT VALUE. COMPARABLE #4 IS A PENDING SALE AS OF THE EFFECTIVE DATE OF THE APPRAISAL; THE PENDING PRICE IS UNKNOWN DUE TO PRIVACY LAWS AND THE PRICE INDICATED IS THE ASKING PRICE IN THE MARKET ANALYSIS GRID. COMPARABLE #5 IS AN ACTIVE LISTING AS OF THE EFFECTIVE DATE OF THE APPRAISAL.												

Borrower/Client	KENNETH J TAGGART					
Property Address	521 Cowpath Rd					
City	TELFORD	County	MONTGOMERY	State	PA	Zip Code 18969-7100
Lender	EAGLE NATIONWIDE MORTGAGE					



Subject Front/UNITS 1 AND 2

521 Cowpath Rd

Sales Price

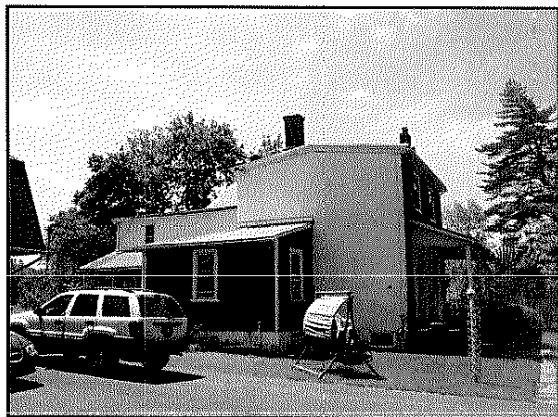
N/A

G.B.A.

5,635

Age/Yr.Blt.

140 YRS

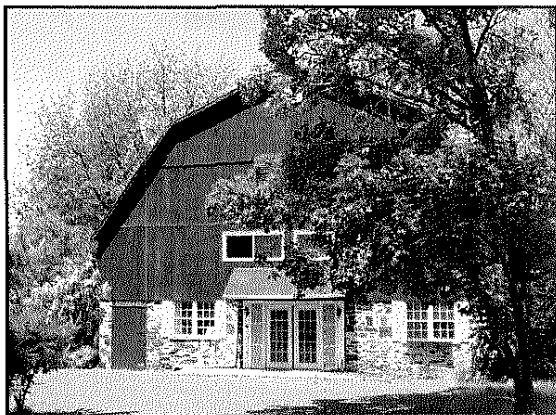


Subject Rear



Subject Street

Borrower/Client	KENNETH J TAGGART					
Property Address	521 Cowpath Rd					
City	TELFORD	County	MONTGOMERY	State	PA	Zip Code 18969-7100
Lender	EAGLE NATIONWIDE MORTGAGE					



Subject Front/3RD UNIT/BARN

521 Cowpath Rd

Sales Price

N/A

G.B.A.

5,635

Age/Yr.Blt.

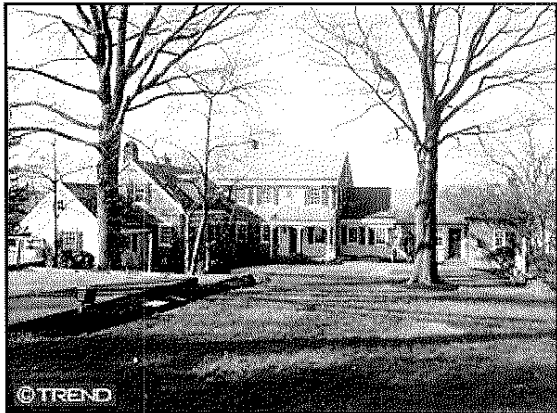
140 YRS



Subject Rear

Subject/SIDE BARN ENTRANCE

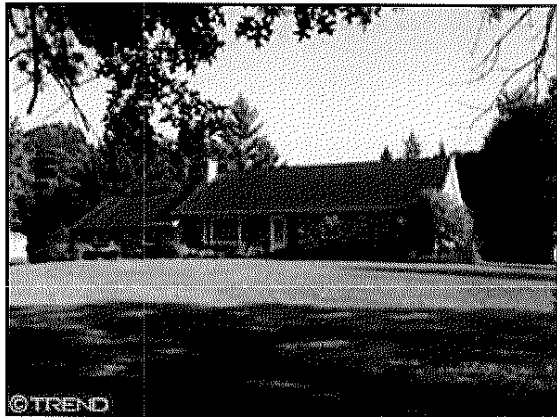
Borrower/Client	KENNETH J TAGGART				
Property Address	521 Cowpath Rd				
City	TELFORD	County	MONTGOMERY	State	PA Zip Code 18969-7100
Lender	EAGLE NATIONWIDE MORTGAGE				



Comparable 1

3206 SKIPPACK PIKE

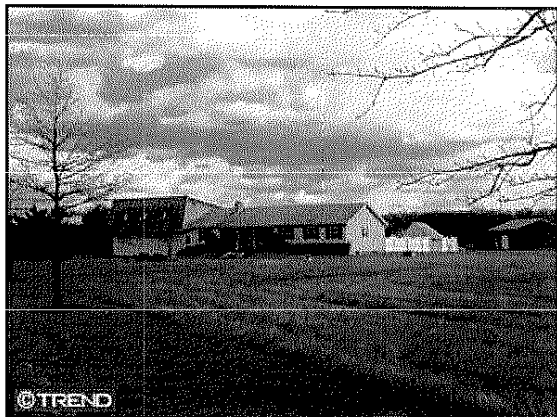
Sales Price	1,150,000
G.B.A.	4,284
Age/Yr. Blt.	49 YRS



Comparable 2

2270 PERKIOMENVILLE RD

Sales Price	725,000
G.B.A.	2,729
Age/Yr. Blt.	48 YRS



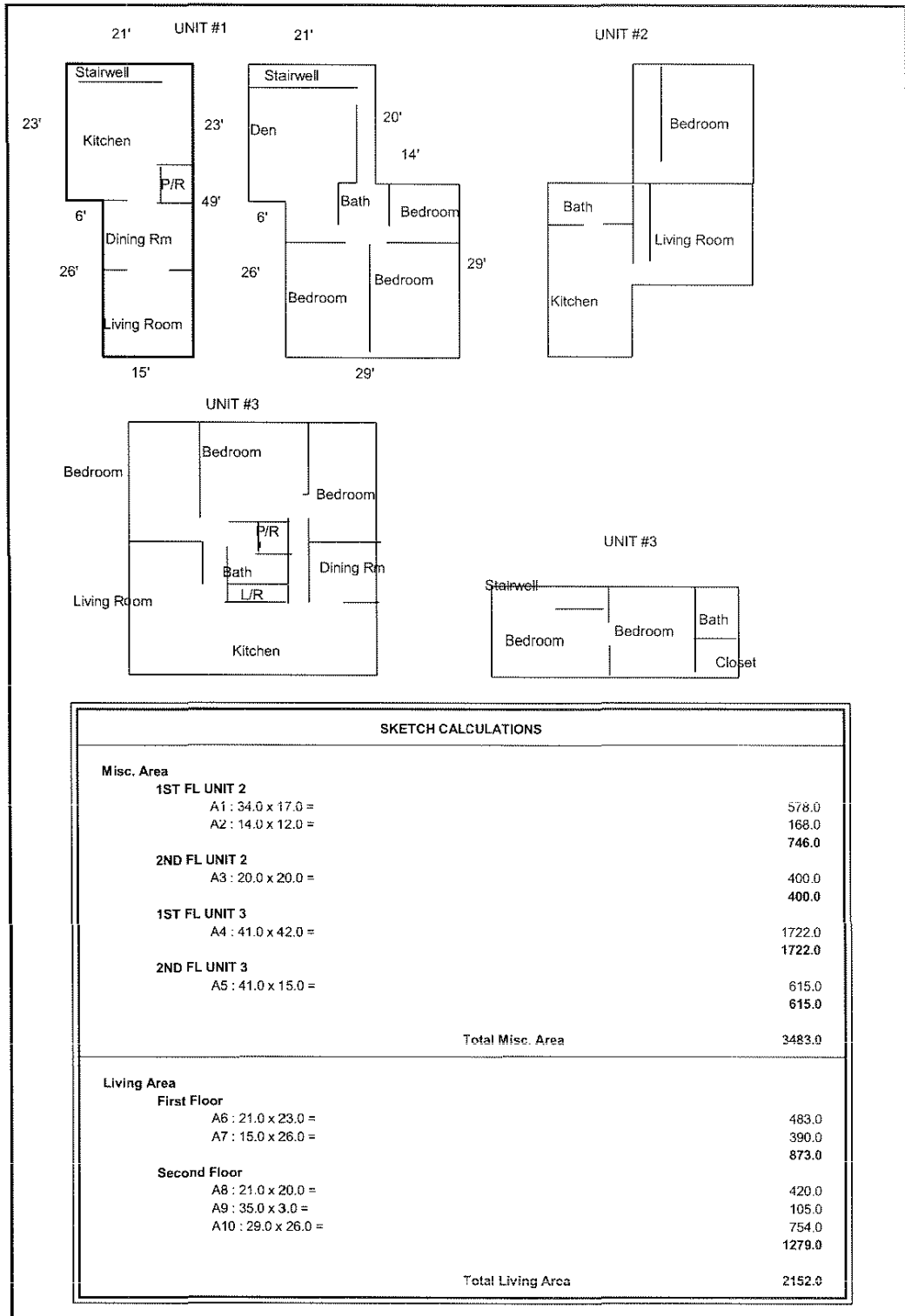
Comparable 3

3055 BEDMINSTER RD

Sales Price	650,000
G.B.A.	2,754
Age/Yr. Blt.	31 YRS

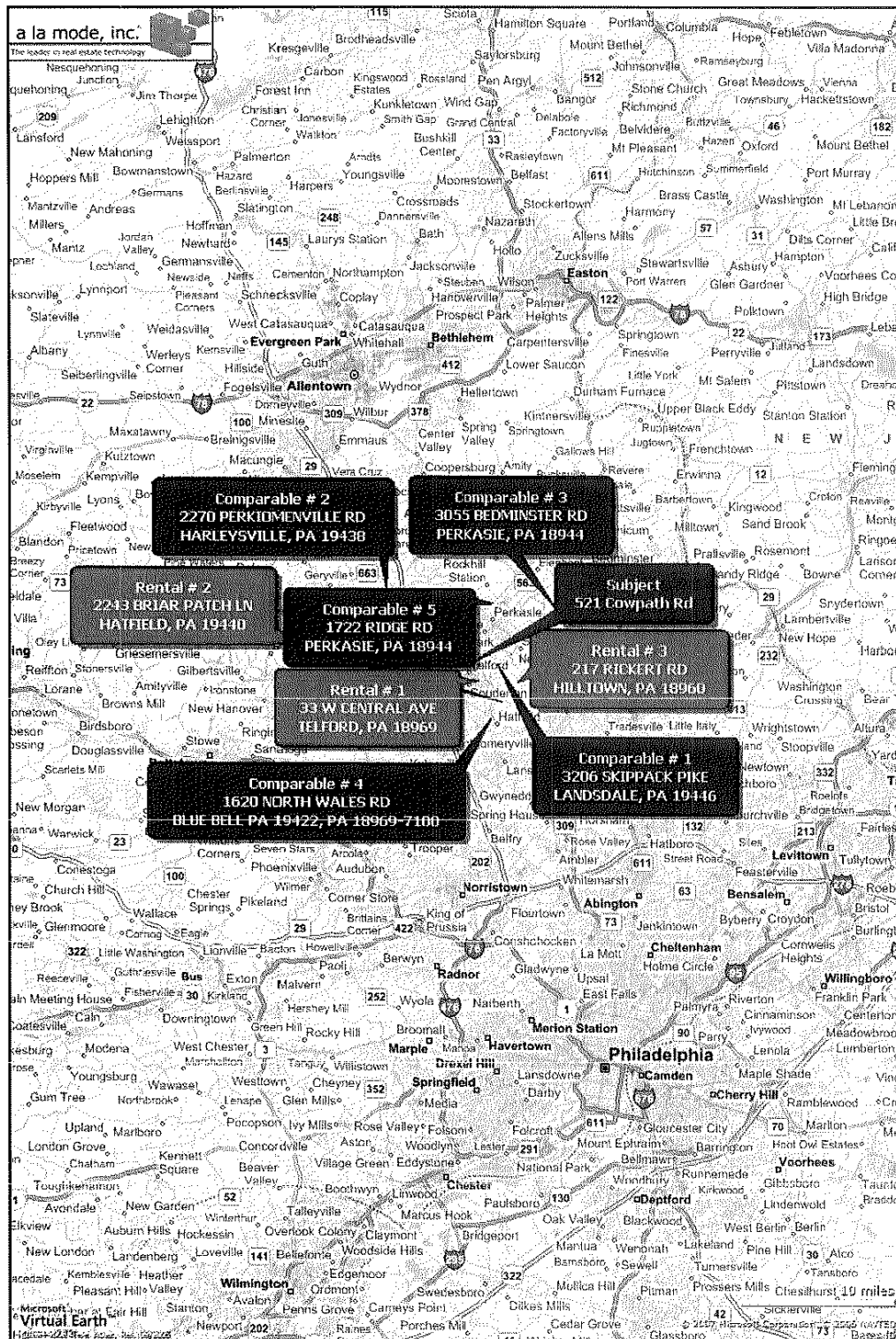
Above-Grade Building Sketch (Page - 1)

Borrower/Client	KENNETH J TAGGART		
Property Address	521 Cowpath Rd		
City	TELFORD	County	MONTGOMERY
		State	PA
		Zip Code	18969-7100
Lender	EAGLE NATIONWIDE MORTGAGE		



LOCATION AND COMPARABLE SALES MAP

Borrower/Client	KENNETH J TAGGART				
Property Address	521 Cowpath Rd				
City	TELFORD	County	MONTGOMERY	State	PA
Lender	EAGLE NATIONWIDE MORTGAGE				
				Zip Code	18969-7100



Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO Box 2649 Harrisburg PA 17105-2649

07 472977

Certificate Type
Certified General Appraiser

Certificate Status
Active

Initial Certification Date
08/06/1991

Expiration Date
06/30/2009

Certificate Number
GA000289L

NORMAN ALLAN RADER
370 SELMA STREET
PHILADELPHIA PA 19116

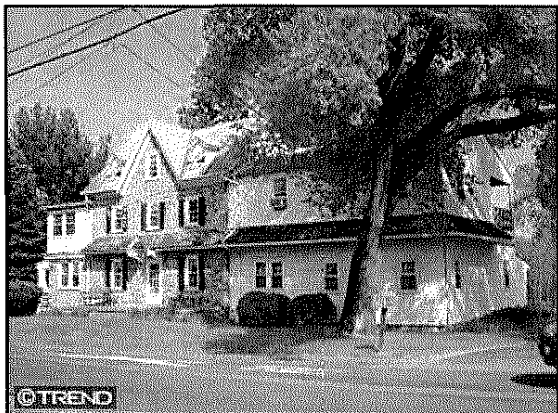
Basil L. Monda
Basil L. Monda
Commissioner of Professional and Occupational Affairs

N. Rader
N. Rader
Signature

ALLEGATION OF THIS DOCUMENT AS A CRIMINAL OFFENSE UNDER P.S. 14-101

CURRENT CERTIFIED GENERAL APPRAISER'S CERTIFICATE

Borrower/Client	KENNETH J TAGGART					
Property Address	521 Cowpath Rd					
City	TELFORD	County	MONTGOMERY	State	PA	Zip Code 18969-7100
Lender	EAGLE NATIONWIDE MORTGAGE					



Comparable 4

1620 NORTH WALES RD
Sales Price 1,000,000
Gross Building Area 5,957
Age 173 YRS



Comparable 5

1722 RIDGE RD
Sales Price 849,000
Gross Building Area 3,269
Age 157 YRS

Comparable 6

Sales Price
Gross Building Area
Age

Operating Income Statement**One- to Four-Family Investment Property and Two- to Four-Family Owner-Occupied Property**

Property Address

521 Cowpath Rd
Street**TELFORD**
City**PA**
State**18969-7100**
Zip Code

General Instructions: This form is to be prepared jointly by the loan applicant, the appraiser, and the lender's underwriter. The applicant must complete the following schedule indicating each unit's rental status, lease expiration date, current rent, market rent, and the responsibility for utility expenses. Rental figures must be based on the rent for an "unfurnished" unit.

	Currently Rented	Expiration Date	Current Rent Per Month	Market Rent Per Month	Utility Expense	Paid By Owner	Paid By Tenant
Unit No. 1	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	MTH/MTH	\$ 1,750	\$ 2,700	Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unit No. 2	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	MTH/MTH	\$ 795.00	\$ 875	Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unit No. 3	Yes <input type="checkbox"/> No <input type="checkbox"/>	OWNER	\$	\$ 2,800	Fuel Oil	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unit No. 4	Yes <input type="checkbox"/> No <input type="checkbox"/>		\$	\$	Fuel (Other)	<input type="checkbox"/>	<input type="checkbox"/>
Total			\$ 2,545	\$ 6,375	Water/Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
					Trash Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The applicant should complete all of the income and expense projections and for existing properties provide actual year-end operating statements for the past two years (for new properties the applicant's projected income and expenses must be provided). This Operating Income Statement and any previous operating statements the applicant provides must then be sent to the appraiser for review, comment, and/or adjustments next to the applicant's figures (e.g. Applicant/Appraiser 288/300). If the appraiser is retained to complete the form instead of the applicant, the lender must provide to the appraiser the aforementioned operating statements, mortgage insurance premium, HOA dues, leasehold payments, subordinate financing, and/or any other relevant information as to the income and expenses of the subject property received from the applicant to substantiate the projections. The underwriter should carefully review the applicant's/appraiser's projections and the appraiser's comments concerning those projections. The underwriter should make any final adjustments that are necessary to more accurately reflect any income or expense items that appear unreasonable for the market. (Real estate taxes and insurance on these types of properties are included in PITI and not calculated as an annual expense item) Income should be based on the current rents, but should not exceed market rents. When there are no current rents because the property is proposed, new, or currently vacant, market rents should be used.

Annual Income and Expense Projection for Next 12 months**Income** (Do not include income for owner-occupied units)

	By Applicant/Appraiser	Adjustments by Lender's Underwriter
Gross Annual Rental (from unit(s) to be rented)	\$ 30,540	\$
Other Income (include sources)	+	+
Total	\$ 30,540	\$
Less Vacancy/Rent Loss	- 916 (3%)	- (3%)
Effective Gross Income	\$ 29,624	\$

Expenses (Do not include expenses for owner-occupied units)

Electricity		
Gas		
Fuel Oil		
Fuel	(Type -	
Water/Sewer		
Trash Removal		
Pest Control		
Other Taxes or Licenses		
Casual Labor	1,000	
This includes the costs for public area cleaning, snow removal, etc., even though the applicant may not elect to contract for such services.		
Interior Paint/Decorating		
This includes the costs of contract labor and materials that are required to maintain the interiors of the living unit.		
General Repairs/Maintenance		
This includes the costs of contract labor and materials that are required to maintain the public corridors, stairways, roofs, mechanical systems, grounds, etc.		
Management Expenses		
These are the customer expenses that a professional management company would charge to manage the property.		
Supplies		
This includes the costs of items like light bulbs, janitorial supplies, etc.		
Total Replacement Reserves - See Schedule on Pg. 2	1,855	1,855
Miscellaneous		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
Total Operating Expenses	\$ 2,855	\$ 1,855

Freddie Mac
Form 998 Aug 88This Form Must Be Reproduced By Seller
Page 1 of 2Fannie Mae
Form 216 Aug 88

Replacement Reserve Schedule

Adequate replacement reserves must be calculated regardless of whether actual reserves are provided for on the owner's operating statements or are customary in the local market. This represents the total average yearly reserves. Generally, all equipment and components that have a remaining life of more than one year - such as refrigerators, stoves, clothes washers/dryers, trash compactors, furnaces, roofs, and carpeting, etc. - should be expensed on a replacement cost basis.

Equipment	Replacement Cost	Remaining Life	By Applicant/ Appraiser	Lender Adjustments
Stoves/Ranges @ \$ 450 ea. + 15 Yrs. x 3 Units = \$ 90				\$ 90
Refrigerators @ \$ 450 ea. + 15 Yrs. x 3 Units = \$ 90				\$ 90
Dishwashers @ \$ 450 ea. + 15 Yrs. x 3 Units = \$ 90				\$ 90
A/C Units @ \$ 300 ea. + 8 Yrs. x 2 Units = \$ 75				\$ 75
C. Washer/Dryers @ \$ 300 ea. + 8 Yrs. x 2 Units = \$ 75				\$ 75
HW Heaters @ \$ 3,000 ea. + 20 Yrs. x 1 Units = \$ 150				\$ 150
Furnace(s) @ \$ 20,000 + 20 Yrs. x One Bldg. = \$ 1,000				\$ 1,000
(Other) @ \$ 20,000 + 20 Yrs. x One Bldg. = \$ 1,000				\$ 1,000

Carpeting (Wall to Wall)

Equipment	Replacement Cost	Remaining Life	By Applicant/ Appraiser	Lender Adjustments
(Units) 300 Total Sq. Yds. @ \$ 15 Per Sq. Yd. + 10 Yrs. = \$ 450				\$ 450
(Public Areas) Total Sq. Yds. @ \$ 15 Per Sq. Yd. + 10 Yrs. = \$ 450				\$ 450

Total Replacement Reserves. (Enter on Pg. 1)

\$ 1,855 \$ 1,855

Operating Income Reconciliation

\$ 29,624 - \$ 2,855 = \$ 26,769 + 12 = \$ 2,231	Effective Gross Income	Total Operating Expenses	Operating Income	Monthly Operating Income
\$ 2,231 - \$ 2,231 = \$ 0	Monthly Operating Income	Monthly Housing Expense	Net Cash Flow	

(Note: Monthly Housing Expense includes principal and interest on the mortgage, hazard insurance premiums, real estate taxes, mortgage insurance premiums, HOA dues, leasehold payments, and subordinate financing payments.)

Underwriter's instructions for 2-4 Family Owner-Occupied Properties

- If Monthly Operating Income is a positive number, enter as "Net Rental Income" in the "Gross Monthly Income" section of Freddie Mac Form 65/Fannie Mae Form 1003. If Monthly Operating Income is a negative number, it must be included as a liability for qualification purposes.
- The borrower's monthly housing expense-to-income ratio must be calculated by comparing the total Monthly Housing Expense for the **subject property** to the borrower's stable monthly income.

Underwriter's instructions for 1-4 Family Investment Properties

- If Net Cash Flow is a positive number, enter as "Net Rental Income" in the "Gross Monthly Income" section of Freddie Mac Form 65/Fannie Mae Form 1003. If Net Cash Flow is a negative number, it must be included as a liability for qualification purposes.
- The borrower's monthly housing expense-to-income ratio must be calculated by comparing the total monthly housing expense for the borrower's **primary residence** to the borrower's stable monthly income.

Appraiser's Comments (Including sources for data and rationale for the projections)

NORMAN A A RADER

Appraiser Name

Norm A A Rader
Appraiser Signature

6/16/08

Date

Underwriter's Comments and Rationale for Adjustments

Underwriter Name

Underwriter Signature

Date

Freddie Mac
Form 998 Aug 88

Page 2 of 2

Fannie Mae
Form 216 Aug 88

Exhibit 3

[REDACTED] 3957 TAGGART
Date: 07/23/2008

7



Loan No.: [REDACTED] 3957

NOTE
NOTE

MIN: [REDACTED] 6018

MIN: [REDACTED] 6018

FHA Case No: 441-8406221-703

July 11, 2008
[Date]

Telford
[City]

Pennsylvania
[State]

521 Cowpath road, Telford, PA 18969
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means **LBA FINANCIAL GROUP, LLC** and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Six Hundred Fifty Nine Thousand Six Hundred Forty Eight and 00/100ths Dollars (U.S. \$659,648.00)**, plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Six and 500/1000ths percent (6.500%)** per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **September 1, 2008**. Any principal and interest remaining on the first day of **August, 2038**, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **1681 KENNETH ROAD, YORK, PA 17408** or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of **\$4,169.42**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge

☐ Growing Equity Allonge

☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four and 00/100ths percent (4.000%)** of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



KENNETH TAGGART (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

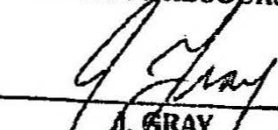
PAY TO THE ORDER OF, WITHOUT RECOURSE

GMAC Bank

LBA FINANCIAL GROUP, LLC

BY: Kim M. Garcia for LBA Financial
ITS: past closing Group, LLC

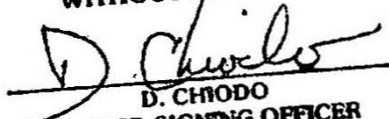
PAY TO THE ORDER OF
GMAC MORTGAGE, LLC
WITHOUT RECOURSE



J. GRAY
ASSISTANT SECRETARY
GMAC BANK

PAY TO THE ORDER OF

WITHOUT RECOURSE



D. CHIDO
LIMITED SIGNING OFFICER
GMAC MORTGAGE, LLC *W/B*
GMAC MORTGAGE CORPORATION

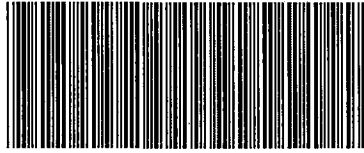
Exhibit 4

**RECORDER OF DEEDS
MONTGOMERY COUNTY**
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869



MTG BK 12440 PG 01519 to 01533
INSTRUMENT # : [REDACTED] 5794
RECORDED DATE: 07/23/2008 09:35:59 AM



0351319-0006L

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 15

Document Type: Mortgage
Document Date: 07/11/2008
Reference Info:

Transaction #: 267190 - 2 Doc(s)
Document Page Count: 14
Operator Id: egreene

RETURN TO: (Pickup)
SUBURBAN ABSTRACT
7606 CASTOR AVE
PHILADELPHIA, PA 19152-4024

SUBMITTED BY:
SUBURBAN ABSTRACT
PO BOX 429
WASHINGTON CROSSING, PA 18977

*** PROPERTY DATA:**

Parcel ID #: 34-00-01078-00-4
Address: 521 COWPATH RD

PA

Municipality:
School District:

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee: Mortgage	\$46.50
Additional Pages Fee	\$20.00
Affordable Housing Pages	\$20.00
Total:	\$86.50

MTG BK 12440 PG 01519 to 01533
Recorded Date: 07/23/2008 09:35:59 AM

I hereby CERTIFY that
this document is
recorded in the
Recorder of Deeds
Office in Montgomery
County, Pennsylvania.



Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

RECORDER OF DEEDS
MONTGOMERY COUNTY

2009 JUL 22 AM 10:22

Prepared By:

[Name]

[Street Address]

[City, State Zip Code]

[Telephone Number]

After Recording Please Return To:

LBA FINANCIAL GROUP, LLC

[Name]

LYLE LASKY

[Attention]

1681 KENNETH ROAD

[Street Address]

YORK, PA 17408

[City, State Zip Code]

717-767-1889

[Telephone Number]

UPI/PIN/Tax ID:

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
34-00-01078-00-4 FRANCONIA
521 COWPATH RD
TAGGERT KENNETH
B 009 U 038 L 1134 DATE: 07/22/2008

\$5.00
BR

[Space Above This Line For Recording Data]

FHA Case No.
441-8406221-703

Loan No.: [REDACTED] 3957

MIN: [REDACTED] 6018

PENNSYLVANIA MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **July 11, 2008**. The mortgagor is **KENNETH TAGGART, a single man** ("Borrower"). This Security Instrument is given to **LBA FINANCIAL GROUP, LLC**, which is organized and existing under the laws of **Pennsylvania**, and whose address is **1681 KENNETH ROAD, YORK, PA 17408** ("Lender"). Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. Borrower owes Lender the principal sum of **Six Hundred Fifty Nine Thousand Six Hundred Forty Eight and 00/100ths Dollars (U.S. \$659,648.00)**. This debt is evidenced by Borrower's note dated the same date as

this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **August 1, 2038**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in **BUCKS** County, Pennsylvania:
as attached

which currently has the address of **521 Cowpath road**
[Street]

Telford
[City]

, Pennsylvania **18969**
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or

ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed

to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order of Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear expected. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument.

If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. § 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or

remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding and invoke any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence to the extent permitted under applicable law.

If Lender forecloses this Security Instrument, Lender shall give notice in the manner provided in Paragraph 13 and to Borrower and any other persons prescribed by applicable law. Lender shall also publish and post the notice of sale, and the property shall be sold, as prescribed by applicable law. Lender or its designee may purchase the property at any sale. The proceeds of the sale shall be applied in the manner prescribed by applicable law.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, this Security instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

20. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

21. Reinstatement Period. Borrower's time to reinstate provided in Paragraph 10 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

22. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

23. Interest Rate After Judgement. Borrower agrees that the interest rate payable after a judgement is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- | | |
|---|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Graduated Payment Rider |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Growing Equity Rider |
| <input checked="" type="checkbox"/> Other [specify] FNMA/FHLMC 1-4 Family Rider (MU) 3170 | |

The following signature(s) and acknowledgment(s) are incorporated into and made a part of this Pennsylvania Mortgage dated **July 11, 2008** between **KENNETH TAGGART, a single man, LBA FINANCIAL GROUP, LLC.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.



KENNETH TAGGART (Seal)
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

Certificate of Residence:

I/We do hereby certify that the precise address of the within named mortgagee, assignee or person entitled to interest is 3300 S.W. 34th Avenue, Suite 101, Ocala, FL 34474, and the Post Office Box address is P.O. Box 2026, Flint, MI 48501-2026.

LBA FINANCIAL GROUP, LLC

By: _____
LYLE LASKY

Its: _____

ACKNOWLEDGMENT

State of

County of

§
§
§

On this 11 day of July 08, before me, the undersigned officer, personally appeared **KENNETH TAGGART**, known to me (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that he (or they) executed the same for the purposes therein.

In witness whereof, I hereunto set my hand and official seal.

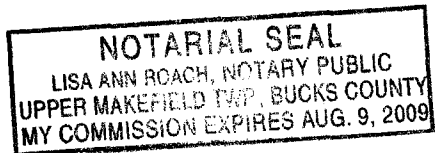
Signature of Officer

Printed Name

Title of Officer

My Commission Expires:

(Seal)



Loan No.: [REDACTED] 3957
MIN: [REDACTED] 6018
FHA/VA Case No: 441-8406221-703

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **11th** day of **July, 2008**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **LBA FINANCIAL GROUP, LLC** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

521 Cowpath road, Telford, PA 18969

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

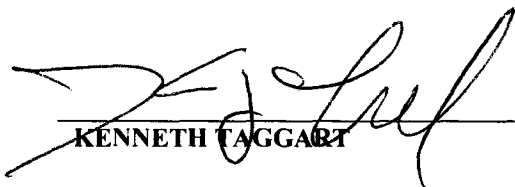
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of

Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.


KENNETH TAGGART

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Schedule C
Description and Recital

All that certain messuage or tract of land with the improvements thereon erected, situate in the Township of Franconia, County of Montgomery, and Commonwealth of Pennsylvania, bounded and described according to a recent plan and survey dated August 16, 1947 with revisions of October 3, 1951 as prepared by Stanley F. Moyer, Registered Engineer and Land Surveyor, Souderton, PA, as follows, to wit:-

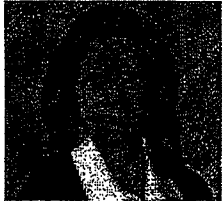

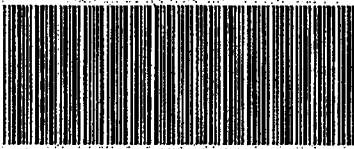

Beginning at a spike in the center line of the Cowpath Road extending from the Harleysville-Telford Pike to Earlington said spike being 474.43 feet North of the center line of Harleysville-Telford Pike, thence along the Cowpath Road North 1° 31' East the distance of 281.65 feet to an angle point of the road, thence still along the same North 39° 13' West the distance of 647.02 feet to a corner, thence along Tract #1A on said plan intended to be conveyed to John R. Souder North 79° 11' East the distance of 419.19 feet to a corner in the center line of the creek channel in line of lands of Preston Souder, thence along the same the next three courses and distances (1) South 38° 2' East the distance of 191.88 feet to an iron pin, thence (2) North 72° 47' East the distance of 302.47 feet to an iron pin, thence (3) South 25° 7' East the distance of 647.39 feet to a corner of Telford Borough lands, thence along land now or late of Charles B. Miminger South 29° 52' East the distance of 107.58 feet to a corner, thence along Tract #1B on said plan other lands of grantor of which this was a part, South 64° 47' West the distance of 509.33 feet to an iron pin a corner of lands of Wellington N. Cassel thence along the same North 75° 16' West the distance of 317.47 feet to the place of beginning.

Being Tract #1 on said Plan.

Tax ID / Parcel No. 34-00-01078-004

Being the same premises which Virginia R. Lattig, Trustee and John H. Van Dyke, Jr. Trustee under Revocable Trust Agreement for Margaret E. Van Dyke dated May 10, 2002, by Deed dated July 27, 2004 and recorded August 12, 2004 in Montgomery County in Deed Book 5521, Page 2204 conveyed unto Kenneth Taggart, in fee.

Exhibit 5

  <p>RECORDER OF DEEDS MONTGOMERY COUNTY <i>Nancy J. Becker</i></p> <p>One Montgomery Plaza Swede and Airy Streets ~ Suite 303 P.O. Box 311 ~ Norristown, PA 19404 Office: (610) 278-3289 ~ Fax: (610) 278-3869</p>	<p>MTG BK 12714 PG 00482 to 00485 INSTRUMENT # : ████████6497 RECORDED DATE: 10/06/2009 09:48:49 AM</p>  <p>0859961-0011X</p> <p>MONTGOMERY COUNTY ROD</p>
<p align="center">OFFICIAL RECORDING COVER PAGE Page 1 of 4</p>	
<p>Document Type: Mortgage Assignment Document Date: 08/17/2009 Reference Info:</p>	<p>Transaction #: 758956 - 1 Doc(s) Document Page Count: 3 Operator Id: gbrown</p>
<p>RETURN TO: (Mail) PHELAN, HALLINAN & SCHMIEG ONE PENN CENTER SUITE 1400 PHILADELPHIA, PA 19103-1814</p>	<p>SUBMITTED BY: J A M TRANSFERS, INC 108 S CEDAR HOLLOW RD PAOLI, PA 19301</p>
<p>* PROPERTY DATA: Parcel ID #: 34-00-01078-00-4 Address: 521 COWPATH RD PA Municipality: School District:</p>	
<p>* ASSOCIATED DOCUMENT(S): MTG BK 12440 PG 01519</p>	
<p>FEES / TAXES: Recording Fee: Mortgage Assignment \$40.50 Rejected Document Fee \$5.00 Total: \$45.50</p>	<p>MTG BK 12714 PG 00482 to 00485 Recorded Date: 10/06/2009 09:48:49 AM</p> <p>I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.</p>  <p><i>Nancy J. Becker</i> Nancy J. Becker Recorder of Deeds</p>

PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

Prepared By: Phelan Hallinan & Schmieg, LLP
1617 JFK Boulevard, Suite 1400, One Penn Center Plaza
Philadelphia, PA 19103

Return To: Phelan Hallinan & Schmieg, LLP
1617 JFK Boulevard, Suite 1400, One Penn Center Plaza
Philadelphia, PA 19103
ryan.galvin@fedphe.com

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
34-00-01078-00-4 FRANCONIA
521 COWPATH RD
TAGGERT KENNETH
B 009 U 038 L 1134 DATE: 09/02/2009

CPN: 34-00-01078-00-4

\$10.00
JO

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that "Mortgage Electronic Registration Systems, Inc." hereinafter "Assignor" the holder of the Mortgage hereinafter mentioned, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money unto it in hand paid by GMAC MORTGAGE, LLC, "Assignee," the receipt whereof is acknowledged, has granted, bargained, sold, assigned, transferred and set over unto the said Assignee, its successors and assigns, ALL THAT CERTAIN Indenture of Mortgage given and executed by KENNETH TAGGART to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS A NOMINEE FOR LBA FINANCIAL GROUP, LLC., bearing the date 07/11/2008, in the amount of \$659,648.00, together with the Note and indebtedness therein mentioned, said Mortgage being recorded on 07/23/2008 in the County of MONTGOMERY, Commonwealth of Pennsylvania, in Mortgage Book 12440 Page 01519, MIN: [REDACTED] 5018.

Being Known as Premises: 521 COWPATH ROAD, TELFORD, PA 18969-7100
Parcel No: 34-00-01078-00-4

The transfer of the mortgage and accompanying rights was effective at the time the loan was sold and consideration passed to the Assignee. This assignment is solely intended to describe the instrument sold in a manner sufficient to put third parties on public notice of what has been sold.

Also the Bond or Obligation in the said Indenture of Mortgage recited, and all Moneys, Principal and Interest, due and to grow due thereon, with the Warrant of Attorney to the said Obligation annexed. Together with all Rights, Remedies and incidents thereunto belonging. And all its Right, Title, Interest, Property, Claim and Demand, in and to the same:

TO HAVE, HOLD, RECEIVE AND TAKE, all and singular the hereditaments and premises granted and assigned, or mentioned and intended so to be, with the appurtenances unto Assignee, its successors and assigns, to and for its only proper use, benefit and behoof forever; subject, nevertheless, to the equity of redemption of said Mortgagor in the said Indenture of Mortgage named, and his/her/their heirs and assigns therein.

IN WITNESS WHEREOF, the said "Assignor" has caused its Corporate Seal to be herein affixed and these presents to be duly executed by its proper officers this 17th day of August, 2009

Mortgage Electronic Registration Systems, Inc.

Sealed and Delivered
in the presence of us;

State of Pennsylvania :

ss.

County of Philadelphia :

By:

Michele M. Bradford, Assistant Secretary and Vice President

2009 OCT -5 AM 11:18
RECORDED OF DEEDS
MONTGOMERY COUNTY

RECORDED OF DEEDS
MONTGOMERY COUNTY
2009 SEP -2 AM 10:06

On this 17th day of August, 2009, before me, the subscriber, personally appeared Michele M. Bradford, who acknowledged herself to be the Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc., and that she, as such Assistant Secretary and Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp/Seal:

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL ANGELA M. McFADDEN, Notary Public City of Philadelphia, Phila. County My Commission Expires March 13, 2013

Angela McFadden
Notary Public

The precise address of the within named Assignee is:

1100 VIRGINIA DRIVE, P.O. BOX 8300
FORT WASHINGTON, PA 19034

By: [Signature]
(For Assignee)

After recording return to:

Phelan Hallinan & Schmieg, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103

August 15, 2009
Document Execution
[Redacted] 3957
PHS # 213964

ALL THAT CERTAIN messuage or tract of land with the improvements thereon erected, situate in the Township of Franconia, County of Montgomery, and State of Pennsylvania, bounded and described according to a recent plan and survey dated August 16, 1947 with revisions of October 3, 1951 as prepared by Stanley F Moyer, Registered Engineer and Land Surveyor, Souderton, PA, as follows, to wit -

BEGINNING at a spike in the center line of the Cowpath Road extending from the Harleysville-Telford Pike to Earlington said spike being four hundred seventy-four and forty-three one-hundredths feet North of the center line of Harleysville-Telford Pike, thence along the Cowpath Road North one degree thirty-one minutes East the distance of two hundred eighty-one and sixty-five one-hundredths feet to an angle point of the road, thence still along the same North thirty-nine degrees thirteen minutes West the distance of six hundred forty-seven and two one-hundredths feet to a corner, thence along Tract #1A on said plan intended to be conveyed to John R Souder North seventy-nine degrees eleven minutes East the distance of four hundred nineteen and nineteen one-hundredths feet to a corner in the center line of the creek channel in line of lands of Preston Souder, thence along the same the next three courses and distances (1) South thirty-eight degrees two minutes East the distance of one hundred ninety-one and eighty-eight one-hundredths feet to an iron pin, thence (2) North seventy-two degrees forty-seven minutes East the distance of three hundred two and forty-seven one-hundredths feet to an iron pin, thence (3) South twenty-five degrees seven minutes East the distance of six hundred forty-seven and thirty-nine one-hundredths feet to a corner of Telford Borough lands, thence along land now or late of Charles B Mininger South twenty-nine degrees fifty-two minutes East the distance of one hundred seven and fifty-eight one-hundredths feet to a corner, thence along Tract #1B on said plan other lands of grantor of which this was a part, South sixty-four degrees forty-seven minutes West the distance of five hundred nine and thirty-three one-hundredths feet to an iron pin a corner of lands of Wellington N Cassel thence along the same North seventy-five degrees sixteen minutes West the distance of three hundred seventeen and forty-seven one-hundredths feet to the place of BEGINNING

BEING Tract #1 on said Plan

BEING CP #34-00-01078-00-4

BEING THE SAME Premises, which Margaret B Van Dyke by Deed dated 10/17/2003 and recorded at Norristown by Recorder of Deeds, in and for the County of Montgomery on 6/3/2004 in Deed Book 5510 page 825, granted and conveyed unto Margaret B. Van Dyke, Trustee under Revocable Trust Agreement for Margaret B Van Dyke, Trust dated 5/10/2002, in fee.

Exhibit 6

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

1. <input checked="" type="checkbox"/> FHA 2. <input type="checkbox"/> OTHER 3. <input type="checkbox"/> UNINS 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS.	
6. FILE NUMBER 57267 V	7. LOAN NUMBER 8957
8. MORTGAGE INS CASE NUMBER 441-8406221-703	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

1.0 3/98 (57267 V.pfd/57267 V/36)

D. NAME AND ADDRESS OF BORROWER Kenneth Taggart	E. NAME AND ADDRESS OF SELLER	F. NAME AND ADDRESS OF LENDER LBA Financial Group, LLC 1681 Kenneth Road York, PA 17408
G. PROPERTY LOCATION 521 Cowpath Road Telford, PA 18969 Montgomery County, Pennsylvania	H. SETTLEMENT AGENT Suburban Abstract Affiliates, LP PLACE OF SETTLEMENT 7606 Castor Avenue Philadelphia, PA 19152	I. SETTLEMENT DATE July 11, 2008 Disburse: 07/16/08

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	628,087.06	403.	
104.		404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes	to	406. City/Town Taxes	to
107. County Taxes	to	407. County Taxes	to
108. School Taxes	to	408. School Taxes	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	628,087.06	420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	659,648.00	502. Settlement Charges to Seller (Line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes	to	510. City/Town Taxes	to
211. County Taxes	to	511. County Taxes	to
212. School Taxes	to	512. School Taxes	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517. Overnight Payoff to Suburban Abstract Affiliates	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	659,648.00	520. TOTAL REDUCT. AMT DUE SELLER	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	628,087.06	601. Gross Amount Due To Seller (Line 420)	
302. Less Amount Paid By/For Borrower (Line 220) (	659,648.00)	602. Less Reductions Due Seller (Line 520) (
303. CASH (FROM) (X TO) BORROWER	31,560.94	603. CASH (TO) (FROM) SELLER	0.00

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

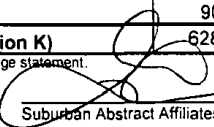
Borrower

Seller

Kenneth Taggart

700. TOTAL COMMISSION Based on Price \$ @ to Delaney Decl Pg 3 of 6		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:			
701. \$	to		
702. \$	to		
703. Commission Paid at Settlement			
704.	to		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee	0.9852 % to Eagle Nationwide Mortgage Company	6,499.00	
802. Loan Discount	1.2500 % to LBA Financial Group, LLC	8,245.60	
803. Appraisal Fee	to Norm Rader POC: B600.00		
804. Credit Report	to Eagle Nationwide Mortgage Company	18.00	
805. Lender's Inspection Fee	to		
806. Tax Service Fee	to		
807. Flood Certification	to		
808. Processing Fee	to Eagle Nationwide Mortgage Company	175.00	
809. Commitment Fee	to LBA Financial Group, LLC	695.00	
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From 07/16/08 to 08/01/08	@ \$ 117.500000/day (16 days %)	1,879.54	
902. Mortgage Insurance Premium	months LBA Financial Group, LLC	9,748.50	
903. Hazard Insurance Premium	1.0 years		
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	2.000 months @ \$ 141.67 per month	283.34	
1002. Mortgage Insurance	0.000 months @ \$ 269.42 per month		
1003. City/Town Taxes	months @ \$ per month		
1004. County Taxes	6.000 months @ \$ 107.33 per month	643.98	
1005. School Taxes	2.000 months @ \$ 713.42 per month	1,426.84	
1006.	months @ \$ per month		
1007. Aggregate Accounting Adjustmen	months @ \$ per month	-429.36	
1008.	months @ \$ per month		
1100. TITLE CHARGES			
1101. Settlement or Closing Fee	to		
1102. Abstract or Title Search	to		
1103. Title Examination	to		
1104. Closing Service Letter	to Lawyers Title Insurance Corporation	35.00	
1105. Document Preparation	to		
1106. Notary Fees/Clerical	to	35.00	
1107. Attorney's Fees	to		
(includes above item numbers:)			
1108. Title Insurance	to Suburban Abstract Affiliates, LP	3,112.88	
(includes above item numbers:)			
1109. Lender's Coverage	\$ 659,648.00		
1110. Owner's Coverage	\$ 3,112.88		
1111. PA Endorsements 100, 300, 8.1	to Suburban Abstract Affiliates, LP	150.00	
1112. Incoming Wire Fee	to Suburban Abstract	25.00	
1113. Electronic Doc Fee	to Suburban Abstract	50.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed \$; Mortgage \$ 109.50; Releases \$		109.50	
1202. City/County Tax/Stamps: Deed ; Mortgage			
1203. State Tax/Stamps: Deed ; Mortgage			
1204. Overnight Payoff/Loan Docs	to Suburban Abstract Affiliates	80.00	
1205. Certification Reimbursement			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Sat of Mtge	to Greenpoint Mortgage 0084073303	424,136.60	
1304. Sat of Mtge	to Countrywide Bank 97630930-2	80,190.87	
1305. See add'l disb. exhibit	to	90,976.77	
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		628,087.06	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.


 Suburban Abstract Affiliates, LP
 Settlement Agent

ADDITIONAL DISBURSEMENTS EXHIBIT

Borrower: Kenneth Taggart
Lender: LBA Financial Group, LLC
Settlement Agent: Suburban Abstract Affiliates, LP
(215)725-1717
Place of Settlement: 7606 Castor Avenue
Philadelphia, PA 19152
Settlement Date: July 11, 2008
Disbursement Date: July 16, 2008
Property Location: 521 Cowpath Road
Telford, PA 18969
Montgomery County, Pennsylvania

PAYEE/DESCRIPTION	NOTE/REF NO	BORROWER	SELLER
Bank of America		6,137.00	
Bank of America	3578		
Bank of America		23,651.00	
Bank of America	2041		
HFC/ Beneficial		12,840.00	
HFC/ Beneficial	215-5		
Credit One Financial Solutions		25,909.00	
Credit One			
Fia Merrill		8,070.00	
FIA Merrill	9076		
Discover		5,980.00	
Discover	1614		
Gerald R. Delong, TC		8,389.77	
2008-09 School Taxes	8-00-4		
Total Additional Disbursements shown on Line 1305		\$ 90,976.77	\$ 0.00

Loan No.: [REDACTED] 3957

ADDENDUM TO HUD-1 SETTLEMENT STATEMENT

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

CERTIFICATION OF BUYER IN AN FHA-INSURED LOAN TRANSACTION

I certify that I have no knowledge of any loans that have been or will be made to me (us) or loans that have been or will be assumed by me (us) for purposes of financing this transaction, other than those described in the sales contract dated **June 13, 2008** (including addenda). I certify that I (we) have not been paid or reimbursed for any of the cash downpayment. I (We) certify that I (we) have not and will not receive any payment or reimbursement for any of my (our) closing costs which has not been previously disclosed in the sales contract (including addenda) and/or my application for mortgage insurance submitted to my (our) mortgage lender.


KENNETH TAGGART (Borrower) (Date)

(Borrower) (Date)

(Borrower) (Date)

(Borrower) (Date)

CERTIFICATION OF SELLER IN AN FHA-INSURED LOAN TRANSACTION

I certify that I have no knowledge of any loans that have been or will be made to the borrower(s), or loans that have been or will be assumed by the borrower(s), for purposes of financing this transaction, other than those described in the sales contract dated **June 13, 2008** (including addenda). I certify that I have not and will not pay or reimburse the borrower(s) for any part of the cash downpayment. I certify that I have not and will not pay or reimburse the borrower(s) for any part of the borrower's closing costs which have not been previously disclosed in the sales contract (including any addenda).

(Seller) (Date)

(Seller) (Date)

(Seller) (Date)

(Seller) (Date)

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details, see Title 18, U.S. Code Sections 1001 and 1010.

CERTIFICATION OF SETTLEMENT AGENT IN AN FHA-INSURED LOAN TRANSACTION

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were (i) received, or (ii) paid outside closing, and the funds received have been or will be disbursed by the undersigned as part of the settlement of this transaction. I further certify that I have obtained the above certifications which were executed by the borrower(s) and seller(s) indicated.



CLOSING AGENT

(Settlement Agent)



(Date)

[The certifications contained herein may be obtained from the respective parties at different times or may be obtained on separate addenda.]

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and Section 1010.

Exhibit 7

Account Number	Name Primary Borrower	Name Secondary Borrower	Property Address	Mailing Address
3957	KENNETH TAGGART		521 COWPATH ROAD	45 HERON RD
			TELFORD	HOLLAND
			PA	PA
			18969	18966-0000
Investor Info			Previous Servicer Info	
Investor Acct No - Prim 553			Previous Account Number 0800	
Investor Number 42763			Seller Company Name LBA FINANCIAL GROUP LLC	
Investor Name Full EVERBANK				
Investor Id				

Loan Info	Dates	Current Balances	Uncollected	Year-To-Date
Arm Flag N	Int Collected To 03/01/2009	Principal \$0.00	Late Charges \$0.00	Interest \$0.00
Loan Type FHA	Next Due 04/01/2009	Escrow \$0.00	Interest \$0.00	Taxes \$8,230.93
Lien Position 01	Last Payment 03/30/2009	Unapplied \$0.00	Fees \$0.00	
Interest Rate 6.500%	Last Activity 10/03/2014	Buydown \$0.00	Opt \$0.00	
Collection Status PO	Setup Date 07/31/2008			
	Maturity Date 08/01/2038			

Financial

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
3957	10/03/2014	03/01/2009	\$0.00	FEE	096	FP	\$83.00	\$0.00	\$0.00	\$0.00	\$83.00	\$0.00	\$0.00	\$0.00
3957	10/01/2014	03/01/2009	\$0.00	FEE	011	FWV	(\$839.52)	\$0.00	\$0.00	\$0.00	(\$839.52)	\$0.00	\$0.00	\$0.00
3957	10/01/2014	03/01/2009	\$0.00	FEE	040	FWV	(\$1,515.00)	\$0.00	\$0.00	\$0.00	(\$1,515.00)	\$0.00	\$0.00	\$0.00
3957	10/01/2014	03/01/2009	\$0.00	Service Release		SV	\$0.00	\$655,405.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$864.20
3957	10/01/2014	03/01/2009	\$655,405.27	Service Release		SVT	\$69,491.37	\$0.00	\$0.00	\$69,493.26	\$0.00	(\$1.89)	\$0.00	\$0.00
3957	10/01/2014	03/01/2009	\$0.00	Unapplied		UFU	(\$1.89)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3957	10/01/2014	03/01/2009	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$864.20
3957	10/01/2014		\$0.00			NBW	(\$292.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3957	09/17/2014	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3957	09/12/2014	03/01/2009	\$0.00	FEE	011	FB	\$21.75	\$0.00	\$0.00	\$0.00	\$21.75	\$0.00	\$0.00	\$0.00
3957	08/19/2014	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3957	08/12/2014	03/01/2009	\$655,405.27	Escrow Disb-Tax School		E93	(\$7,061.63)	\$0.00	\$0.00	(\$7,061.63)	\$0.00	\$0.00	\$0.00	\$0.00
3957	08/12/2014	03/01/2009	\$0.00	FEE	011	FB	\$21.75	\$0.00	\$0.00	\$0.00	\$21.75	\$0.00	\$0.00	\$0.00
3957	07/24/2014	03/01/2009	\$655,405.27	Escrow Disb-Fire		E20	(\$936.00)	\$0.00	\$0.00	(\$936.00)	\$0.00	\$0.00	\$0.00	\$0.00
3957	07/22/2014	03/01/2009	\$655,405.27	Escrow Disb-Fire		E20	(\$811.00)	\$0.00	\$0.00	(\$811.00)	\$0.00	\$0.00	\$0.00	\$0.00
3957	07/17/2014	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

12-12020-mg Doc 7847-11 Filed 12/09/14 Entered 12/09/14 17:48:56 Exhibit 7													
████	3957	07/27/2009	03/01/2009	\$655,405.27 Escrow Disb-Fire	011	E20	(\$1,903.00)	\$0.00	\$0.00	(\$1,903.00)	\$0.00	\$0.00	\$0.00
████	3957	07/22/2009	03/01/2009	\$655,405.27 Escrow Disb-Tax School		E93	(\$8,557.84)	\$0.00	\$0.00	(\$8,557.84)	\$0.00	\$0.00	\$0.00
████	3957	07/09/2009	03/01/2009	\$655,405.27 Non-Cash		AA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$673.47)
████	3957	07/09/2009	03/01/2009	\$0.00 Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$673.47)
████	3957	07/03/2009	03/01/2009	\$655,405.27 Escrow Disb-FHA	011	E56	(\$269.42)	\$0.00	\$0.00	(\$269.42)	\$0.00	\$0.00	\$0.00
████	3957	06/30/2009	03/01/2009	\$0.00 FEE		FB	\$5.63	\$0.00	\$0.00	\$0.00	\$5.63	\$0.00	\$0.00
████	3957	06/05/2009	03/01/2009	\$655,405.27 Escrow Disb-FHA		E56	(\$269.42)	\$0.00	\$0.00	(\$269.42)	\$0.00	\$0.00	\$0.00
████	3957	05/26/2009	03/01/2009	\$0.00 FEE		FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00
████	3957	05/04/2009	03/01/2009	\$655,405.27 Escrow Disb-FHA	011	E56	(\$269.42)	\$0.00	\$0.00	(\$269.42)	\$0.00	\$0.00	\$0.00
████	3957	04/03/2009	03/01/2009	\$655,405.27 Escrow Disb-FHA		E56	(\$269.42)	\$0.00	\$0.00	(\$269.42)	\$0.00	\$0.00	\$0.00
████	3957	03/30/2009	03/01/2009	\$655,405.27 PAYMENT		AP	\$5,401.26	\$615.97	\$3,553.45	\$1,231.84	\$0.00	\$0.00	\$0.00
████	3957	03/30/2009	03/01/2009	\$0.00 Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$216.05)
████	3957	03/04/2009	02/01/2009	\$656,021.24 Escrow Disb-FHA	011	E56	(\$269.42)	\$0.00	\$0.00	(\$269.42)	\$0.00	\$0.00	\$0.00
████	3957	02/27/2009	02/01/2009	\$656,021.24 PAYMENT		AP	\$5,401.26	\$612.65	\$3,556.77	\$1,231.84	\$0.00	\$0.00	\$0.00
████	3957	02/27/2009	02/01/2009	\$0.00 Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$216.05)
████	3957	02/23/2009	01/01/2009	\$656,633.89 Escrow Disb-Tax City		E91	(\$1,280.22)	\$0.00	\$0.00	(\$1,280.22)	\$0.00	\$0.00	\$0.00
████	3957	02/04/2009	01/01/2009	\$656,633.89 Escrow Disb-FHA	011	E56	(\$269.42)	\$0.00	\$0.00	(\$269.42)	\$0.00	\$0.00	\$0.00
████	3957	01/29/2009	01/01/2009	\$656,633.89 Escrow Refund-Fire		R20	\$6,684.00	\$0.00	\$0.00	\$6,684.00	\$0.00	\$0.00	\$0.00
████	3957	01/15/2009	01/01/2009	\$656,633.89 PAYMENT		AP	\$5,401.26	\$609.35	\$3,560.07	\$1,231.84	\$0.00	\$0.00	\$0.00
████	3957	01/08/2009	12/01/2008	\$657,243.24 Escrow Disb-Fire		E20	(\$7,261.00)	\$0.00	\$0.00	(\$7,261.00)	\$0.00	\$0.00	\$0.00
████	3957	01/02/2009	12/01/2008	\$657,243.24 Escrow Disb-FHA	011	E56	(\$269.42)	\$0.00	\$0.00	(\$269.42)	\$0.00	\$0.00	\$0.00
████	3957	12/29/2008	12/01/2008	\$657,243.24 PAYMENT		AP	\$5,401.26	\$606.07	\$3,563.35	\$1,231.84	\$0.00	\$0.00	\$0.00
████	3957	12/29/2008	12/01/2008	\$0.00 Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$216.05)
████	3957	12/05/2008	11/01/2008	\$657,849.31 Escrow Disb-FHA		E56	(\$269.42)	\$0.00	\$0.00	(\$269.42)	\$0.00	\$0.00	\$0.00
████	3957	11/25/2008	11/01/2008	\$657,849.31 PAYMENT	011	AP	\$5,401.26	\$602.80	\$3,566.62	\$1,231.84	\$0.00	\$0.00	\$0.00
████	3957	11/25/2008	11/01/2008	\$0.00 Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$216.05)
████	3957	11/03/2008	10/01/2008	\$658,452.11 Escrow Disb-FHA		E56	(\$269.42)	\$0.00	\$0.00	(\$269.42)	\$0.00	\$0.00	\$0.00
████	3957	10/29/2008	10/01/2008	\$658,452.11 PAYMENT		AP	\$5,401.26	\$599.56	\$3,569.86	\$1,231.84	\$0.00	\$0.00	\$0.00
████	3957	10/29/2008	10/01/2008	\$658,452.11 PAYMENT	011	SRA	\$216.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$216.05
████	3957	10/29/2008	10/01/2008	\$0.00 Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
████	3957	10/03/2008	09/01/2008	\$659,051.67 Escrow Disb-FHA		E56	(\$269.42)	\$0.00	\$0.00	(\$269.42)	\$0.00	\$0.00	\$0.00
████	3957	09/18/2008	09/01/2008	\$659,051.67 Escrow Disb-Fire		E20	(\$925.00)	\$0.00	\$0.00	(\$925.00)	\$0.00	\$0.00	\$0.00
████	3957	09/15/2008	09/01/2008	\$659,051.67 PAYMENT	011	AP	\$5,401.26	\$596.33	\$3,573.09	\$1,231.84	\$0.00	\$0.00	\$0.00
████	3957	09/05/2008	08/01/2008	\$659,648.00 Escrow Disb-FHA		E56	(\$269.42)	\$0.00	\$0.00	(\$269.42)	\$0.00	\$0.00	\$0.00
████	3957	08/27/2008	08/01/2008	\$659,648.00 PAYMENT		PT	\$936.80	\$0.00	\$0.00	\$936.80	\$0.00	\$0.00	\$0.00
████	3957	08/27/2008	08/01/2008	\$659,648.00 PAYMENT		RT	(\$936.80)	\$0.00	\$0.00	(\$936.80)	\$0.00	\$0.00	\$0.00
████	3957	08/12/2008	08/01/2008	\$659,648.00 Escrow Disb-Fire	011	E20	(\$978.00)	\$0.00	\$0.00	(\$978.00)	\$0.00	\$0.00	\$0.00
████	3957	07/31/2008	08/01/2008	\$659,648.00 PAYMENT		SR	\$1,914.80	\$0.00	\$0.00	\$1,914.80	\$0.00	\$0.00	\$0.00

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
████ 3957		11/13/2014	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID
████ 3957		11/13/2014	CBR	SERVICE RELEASE: EFFECTIVE DATE =00/00/00	SYSTEM ID
████ 3957		11/13/2014	CBR	CR BUR RPT STATUS=L;EXPIRE DT = 00/00/00	SYSTEM ID
████ 3957		10/31/2014	HUD	SFDMS CODES 42 33 33 00 00 00 00 00 00	SYSTEM ID
████ 3957		10/29/2014	FOR	Circulated Date to 10/29/2014 12:00:	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	step MSJ Filed / Agreed Judgment	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	event: User has reprojected the	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	System updated for the following	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	10/29/14 - 11:30 - 00007	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	Active, approval not required.	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	Comments: Hold Ended . Status:	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	00 AM. Reason: Hold Ended.	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	10/29/14 - 11:30 - 00007	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	10/29/2014 12:00:00 AM. Reason: Hold	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	step Aged Process Necessary to	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	event: User has reprojected the	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	System updated for the following	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	10/29/14 - 11:30 - 00007	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	required.	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	Status: Active, approval not	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	Ended. Comments: Hold Ended .	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	10/29/14 - 11:30 - 00007	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	10/01/2014	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	Effective Date, completed on	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	following event: Service Release	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	10/29/14 - 11:29 - 25887	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	10/29/2014	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	processes closed, completed on	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	following event: All FC and BK	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	10/29/14 - 11:29 - 25887	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	12:00:00 AM. Reason: Hold Ended. Com	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	step Service Complete to 10/29/2014	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	event: User has reprojected the	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	System updated for the following	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	10/29/14 - 11:30 - 00007	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	Active, approval not required.	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	ments: Hold Ended . Status:	NEW TRAK SYSTEM ID
████ 3957		10/29/2014	FOR	10/29/14 - 11:30 - 00007	NEW TRAK SYSTEM ID

3957	BKR20	08/11/2009	CIT	Inspections \$33.76	12-12020-mg Doc 7847-11 Filed 12/09/14 Entered 12/09/14 17:48:56	Exhibit 7
3957	BKR20	08/11/2009	CIT	Advances \$0.00	to Delehey Decl Pg 5 of 11	
3957	BKR20	08/11/2009	CIT	Outstanding FC Advances \$0.00	EDWARD KUHN	
3957	COL04	08/08/2009	CIT	007 DONE 08/08/09 BY TLR 22627	NICK DOYLE	
3957	COL04	08/08/2009	CIT	TSK TYP 940-TEAM LEAD ELEVA	NICK DOYLE	
3957	COL04	08/08/2009	CIT	007 Closing CIT 940: options were explained by	NICK DOYLE	
3957	COL04	08/08/2009	CIT	next rep. b1s going to call back in with fins	NICK DOYLE	
3957		08/07/2009	FOR	08/07/09 - 07:29 - 00007	NEW TRAK SYSTEM ID	
3957		08/07/2009	FOR	Foreclosure (NIE Id# 13568901)	NEW TRAK SYSTEM ID	
3957		08/07/2009	FOR	picked up by firm Phelan Hallinan &	NEW TRAK SYSTEM ID	
3957		08/07/2009	FOR	Schmieg LLP at 8/7/2009 7:28:42 AM	NEW TRAK SYSTEM ID	
3957		08/07/2009	FOR	by Steve Ames	NEW TRAK SYSTEM ID	
3957		08/07/2009	FOR	08/07/09 - 03:00 - 00007	NEW TRAK SYSTEM ID	
3957		08/07/2009	FOR	Foreclosure (NIE Id# 13568901) sent	NEW TRAK SYSTEM ID	
3957		08/07/2009	FOR	to Phelan Hallinan & Schmieg LLP at	NEW TRAK SYSTEM ID	
3957		08/07/2009	FOR	8/7/2009 3:00:03 AM by Automated	NEW TRAK SYSTEM ID	
3957		08/07/2009	FOR	Tasks	NEW TRAK SYSTEM ID	
3957		08/07/2009	DM	CONT...ADVD NOT ELIG FOR HMP, FHA, ADVD OF TRAD	GERALD METRAN	
3957		08/07/2009	DM	MOD. ADVD B1 WOULD NEED VERB FINS, OFFERED VERB	GERALD METRAN	
3957		08/07/2009	DM	FINS TODAY, B1 ADVD WOULD C/B.	GERALD METRAN	
3957		08/07/2009	DM	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI	GERALD METRAN	
3957		08/07/2009	DM	B1 C/I, V/I, ADVD TAD, FCL. B1 ADVD THIS IS	GERALD METRAN	
3957		08/07/2009	DM	RENTAL. B1 ADVD TT REP LAST WK ABOUT SETTING UP	GERALD METRAN	
3957		08/07/2009	DM	REPAY, B1 WANTED TO SET THAT UP. ADVD B1 ACCT IN	GERALD METRAN	
3957		08/07/2009	DM	FCL, CAN ONLY PAY TAD+FEES, ADVD NEED R/I QUOTE	GERALD METRAN	
3957		08/07/2009	DM	FROM ATTY, GAVE ATTY NAME & #. ADVD B1 OTHER	GERALD METRAN	
3957		08/07/2009	DM	OPTION IS MOD,	GERALD METRAN	
3957		08/07/2009	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN	GERALD METRAN	
3957	COL04	08/07/2009	CIT	007 new CIT 940 b1 ci & sd he had 2pmnts to mk &	TESSA GERLOFF	
3957	COL04	08/07/2009	CIT	cld be set up on arrangmnts for the nxt few	TESSA GERLOFF	
3957	COL04	08/07/2009	CIT	mos, adv cnt take pmnts b/c in fcl, he sd he	TESSA GERLOFF	
3957	COL04	08/07/2009	CIT	was told he cld cb last wk & he wld be fine to	TESSA GERLOFF	
3957	COL04	08/07/2009	CIT	set up arrangmnts, adv nothing cld be done, he	TESSA GERLOFF	
3957	COL04	08/07/2009	CIT	askd for a manager, please call back at	TESSA GERLOFF	
3957	COL04	08/07/2009	CIT	267-987-3466	TESSA GERLOFF	
3957		08/07/2009	DM	B1 CI, VI, ADV FCL, HE SD THT HE HAD 2 PMNTS HE	TESSA GERLOFF	
3957		08/07/2009	DM	CLD SET UP & SET UP A RPY PLN, ADV CNT EXCEPT B/C	TESSA GERLOFF	
3957		08/07/2009	DM	IN FCL, HE SD HE WAS TOLD TO CB WHN CAN MK PMNT &	TESSA GERLOFF	
3957		08/07/2009	DM	WLD BE ABLE TO SET UP ARRANGMNTS, ADV CAN R/I OR	TESSA GERLOFF	
3957		08/07/2009	DM	GIVE VERB FINS FOR OPTS, HE WNTD TO TT A MANAGER,	TESSA GERLOFF	
3957		08/07/2009	DM	ADV CB 24-48 HRS	TESSA GERLOFF	
3957		08/07/2009	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRUN	TESSA GERLOFF	
3957		08/06/2009	MFI	MERS NOTIFIED FRCLSR INITIATED 08/05/09		

3957		08/06/2009	FOR	Tasks	12-12020-mg Doc 7847-11	Filed 12/09/14 Entered 12/09/14 17:48:56	Exhibit 7
3957		08/05/2009	FOR	08/05/09 - 12:03 - 00007	to Delehey Decl	Pg 6 of 11	
3957		08/05/2009	FOR	Process opened 8/5/2009 by user			
3957		08/05/2009	FOR	Fidelity AutoProc.			
3957	FSV	08/05/2009	NT	Inspection Hold Placed 08/04/09 - Account met the			
3957	FSV	08/05/2009	NT	criteria in the HUD RPC report.			
3957	FSV	08/05/2009	NT	Inspection Hold Placed 08/04/09 - Account met the			
3957	FSV	08/05/2009	NT	criteria in the GOV FCL report.			
3957		08/04/2009	FSV	INSP TYPE D CANCELLED; REQ CD =AUTO DELQ			
3957		08/04/2009	DM	EARLY IND: SCORE 248 MODEL E190G			
3957	FSV	08/04/2009	NT	Ran script CINS1097 to attempt to cancel the open			
3957	FSV	08/04/2009	NT	inspection order due to this loan was on the GOV			
3957	FSV	08/04/2009	NT	Inspection Hold Reports.			
3957		08/04/2009	FSV	DELINQ INSP HOLD PLACED; REL DT =08/11/09			
3957		08/04/2009	FSV	DELINQ INSP HOLD RELEASED			
3957		08/04/2009	FOR	FORECLOSURE APPROVAL (1) COMPLETED 08/04/09			
3957	FCL	08/04/2009	NT	Foreclosure Referral Review Completed			
3957	FCL	08/04/2009	NT	and Management Approved			
3957		08/04/2009	FOR	APPROVED FOR FCL 08/04/09			
3957		08/04/2009	FSV	DELINQ INSP HOLD PLACED; REL DT =08/11/09			
3957		07/31/2009	DMD	00/00/00 00:00:00			
3957		07/31/2009	DMD	07/31/09 18:58:22 MSG ANS MACH			
3957		07/31/2009	DMD	07/31/09 11:41:50 NO ANS			
3957		07/30/2009	DMD	00/00/00 00:00:00			
3957		07/30/2009	DMD	00/00/00 00:00:00			
3957		07/30/2009	DMD	07/30/09 08:56:50 NO ANS			
3957		07/29/2009	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ			
3957		07/29/2009	DM	ITS PICKING UP AGAIN, CAN MAKE DOUBLE PAYMENT			
3957		07/29/2009	DM	UNTIL CAUGHT UP, PAYMENT WILL NOT BE THER ON THE			
3957		07/29/2009	DM	UNTIL 08/15/09 CANCEL THE P/D CHECK, ADV TO CB			
3957		07/29/2009	DM	08/05/09 , CANCELED RPP SINCE PAYMENT WILL NOT BE			
3957		07/29/2009	DM	THERE ON THE 07/31/09			
3957		07/29/2009	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI			
3957		07/29/2009	DM	B1 CI VI ADV TAD,-CR,LC,CC,CL,IAN RPP, ADV NIO			
3957		07/29/2009	DM	GARCE PD, ESCROW,UNAPPLIED,BREACH, RFD WAS SELF			
3957		07/29/2009	DM	EMPLOYED,HARDSHIP STARTED IN 6 MOS AGO, TEMP			
3957		07/29/2009	DM	HARDSHOP, ITS PICKING UP AGAIN, CAN MAKE DOUBLE			
3957		07/29/2009	DM	PAYMENT UNTIL CAUGHT UP, PAYMENT WILL NOT BE THER			
3957		07/29/2009	DM	ON THE UNTIL 08/15/09 CANCEL THE P/D CHECK, ADV TO			
3957		07/29/2009	DM	DFLT REASON 1 CHANGED TO: CURTAILMENT OF INCOME			
3957		07/29/2009	DM	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI			
3957		07/29/2009	DM	REPAY PLAN CANCELED MANUALLY			
3957		07/21/2009	D28	FORCED BILLING STATEMENT FROM REPORT R628			

3957	COL01	07/20/2009	CIT	006 DONE 07/20/09 BY FLR 01239	12-12020 mg. Doc 7847-11 Filed 12/09/14 Entered 12/09/14 17:48:56 to Delete Decl. Pg 7 of 11	Exhibit 7
3957	COL01	07/20/2009	CIT	TSK TYP 808-DO NOT REFER TO	SHELLY DEVRIES	
3957	COL01	07/20/2009	CIT	006 removal by script	SHELLY DEVRIES	
3957		07/17/2009	OL	WDOYCOLL - NO CONTACT EARLY STAGE	SHELLY DEVRIES	
3957	INQ30	07/15/2009	CIT	005 DONE 07/15/09 BY TLR 01236	BRENDA OLSON	
3957	INQ30	07/15/2009	CIT	TSK TYP 132-ESCR ANALYSIS I	BRENDA OLSON	
3957	INQ30	07/15/2009	CIT	005 closing cit 132- snding letter advising need	BRENDA OLSON	
3957	INQ30	07/15/2009	CIT	direction on what they think is being	BRENDA OLSON	
3957	INQ30	07/15/2009	CIT	collected too high. advised to contc office to	BRENDA OLSON	
3957	INQ30	07/15/2009	CIT	discuss. may be shtg they don't understand.	BRENDA OLSON	
3957	INQ30	07/15/2009	CIT	brenda o	BRENDA OLSON	
3957		07/15/2009	OL	WDOYCUS - UPDATED RECORDS	BRENDA OLSON	
3957		07/10/2009	CBR	DELINQUENT: 90 DAYS	SYSTEM ID	
3957	FSV	07/10/2009	NT	Loan on pres new repay report, run CINS script to	SCRIPT-KERI WIRTZ	
3957	FSV	07/10/2009	NT	cncl any inspections on mtgs.	SCRIPT-KERI WIRTZ	
3957	COL02	07/09/2009	CIT	006 cit 808	LUVIEMARIE VIOLAN	
3957	COL02	07/09/2009	CIT	please do not refer the acct to foreclosure	LUVIEMARIE VIOLAN	
3957	COL02	07/09/2009	CIT	bec b1 post date a pmt on 07/30/09 amt	LUVIEMARIE VIOLAN	
3957	COL02	07/09/2009	CIT	\$11224.50 thru pbp.	LUVIEMARIE VIOLAN	
3957	COL02	07/09/2009	CIT	thanks.	LUVIEMARIE VIOLAN	
3957		07/09/2009	DM	TT B1 VFD:ADV TAD:MADE POST DATED PMT ON 07/30/09	LUVIEMARIE VIOLAN	
3957		07/09/2009	DM	AMT \$11224.50+12.50 THRU	LUVIEMARIE VIOLAN	
3957		07/09/2009	DM	PBP,CONF#2009073071198076.AGREED RPP.RFD:PMT	LUVIEMARIE VIOLAN	
3957		07/09/2009	DM	INCREASE DUE TO ESCROW,INCOME DECREASE IN	LUVIEMARIE VIOLAN	
3957		07/09/2009	DM	01/09,TEMP HARDSHIP. ADV CC,CL,LC,-CR,NO GRACE	LUVIEMARIE VIOLAN	
3957		07/09/2009	DM	PERIOD.	LUVIEMARIE VIOLAN	
3957		07/09/2009	DM	DFLT REASON 1 CHANGED TO: PAYMENT ADJUSTMENT	LUVIEMARIE VIOLAN	
3957		07/09/2009	DM	ACTION/RESULT CD CHANGED FROM BRIP TO BRSS	LUVIEMARIE VIOLAN	
3957	00	07/09/2009	RPA	REPAY PLAN SET UP	LUVIEMARIE VIOLAN	
3957		07/03/2009	D19	LM - LOSS MIT FCL REFERRAL - FNMA/FHLMC	SYSTEM ID	
3957		07/02/2009	DM	EARLY IND: SCORE 335 MODEL EI90G	SYSTEM ID	
3957	INQ30	07/01/2009	CIT	005 new cit 132 corr rcvd	SUSAN PARKER	
3957		06/30/2009	FSV	INSP TP D RESULTS RCVD; ORD DT=06/17/09	SYSTEM ID	
3957		06/19/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID	
3957		06/17/2009	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID	
3957		06/16/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE	
3957		06/16/2009	DMD	06/16/09 19:46:07 MSG ANS MACH	DAVOX INCOMING FILE	
3957		06/16/2009	DMD	06/16/09 19:44:42 VACANT	DAVOX INCOMING FILE	
3957		06/15/2009	DMD	06/15/09 15:37:59 VACANT	DAVOX INCOMING FILE	
3957		06/15/2009	DMD	06/15/09 15:27:50 VACANT	DAVOX INCOMING FILE	
3957		06/15/2009	DMD	06/15/09 15:17:41 VACANT	DAVOX INCOMING FILE	
3957		06/12/2009	CBR	DELINQUENT: 60 DAYS	SYSTEM ID	
3957		06/12/2009	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID	

3957	COL01	07/20/2009	CIT	006 DONE 07/20/09 BY FLR 01239	SHELLY DEVRIES
3957	COL01	07/20/2009	CIT	TSK TYP 808-DO NOT REFER TO	SHELLY DEVRIES
3957	COL01	07/20/2009	CIT	006 removal by script	SHELLY DEVRIES
3957		07/17/2009	OL	WDOYCOLL - NO CONTACT EARLY STAGE	SHELLY DEVRIES
3957	INQ30	07/15/2009	CIT	005 DONE 07/15/09 BY TLR 01236	BRENDA OLSON
3957	INQ30	07/15/2009	CIT	TSK TYP 132-ESCR ANALYSIS I	BRENDA OLSON
3957	INQ30	07/15/2009	CIT	005 closing cit 132- snding letter advising need	BRENDA OLSON
3957	INQ30	07/15/2009	CIT	direction on what they think is being	BRENDA OLSON
3957	INQ30	07/15/2009	CIT	collected too high. advised to contc office to	BRENDA OLSON
3957	INQ30	07/15/2009	CIT	discuss. may be shtg they don't understand.	BRENDA OLSON
3957	INQ30	07/15/2009	CIT	brenda o	BRENDA OLSON
3957		07/15/2009	OL	WDOYCUS - UPDATED RECORDS	BRENDA OLSON
3957		07/10/2009	CBR	DELINQUENT: 90 DAYS	SYSTEM ID
3957	FSV	07/10/2009	NT	Loan on pres new repay report, run CINS script to	SCRIPT-KERI WIRTZ
3957	FSV	07/10/2009	NT	cncl any inspections on mtgs.	SCRIPT-KERI WIRTZ
3957	COL02	07/09/2009	CIT	006 cit 808	LUVIEMARIE VIOLAN
3957	COL02	07/09/2009	CIT	please do not refer the acct to foreclosure	LUVIEMARIE VIOLAN
3957	COL02	07/09/2009	CIT	bec b1 post date a pmt on 07/30/09 amt	LUVIEMARIE VIOLAN
3957	COL02	07/09/2009	CIT	\$11224.50 thru pbp.	LUVIEMARIE VIOLAN
3957	COL02	07/09/2009	CIT	thanks.	LUVIEMARIE VIOLAN
3957		07/09/2009	DM	TT B1 VFD:ADV TAD:MADE POST DATED PMT ON 07/30/09	LUVIEMARIE VIOLAN
3957		07/09/2009	DM	AMT \$11224.50+12.50 THRU	LUVIEMARIE VIOLAN
3957		07/09/2009	DM	PBP,CONF#2009073071198076.AGREED RPP.RFD:PMT	LUVIEMARIE VIOLAN
3957		07/09/2009	DM	INCREASE DUE TO ESCROW,INCOME DECREASE IN	LUVIEMARIE VIOLAN
3957		07/09/2009	DM	01/09,TEMP HARDSHIP. ADV CC,CL,LC,-CR,NO GRACE	LUVIEMARIE VIOLAN
3957		07/09/2009	DM	PERIOD.	LUVIEMARIE VIOLAN
3957		07/09/2009	DM	DFLT REASON 1 CHANGED TO: PAYMENT ADJUSTMENT	LUVIEMARIE VIOLAN
3957		07/09/2009	DM	ACTION/RESULT CD CHANGED FROM BRIP TO BRSS	LUVIEMARIE VIOLAN
3957	00	07/09/2009	RPA	REPAY PLAN SET UP	LUVIEMARIE VIOLAN
3957		07/03/2009	D19	LM - LOSS MIT FCL REFERRAL - FNMA/FHLMC	SYSTEM ID
3957		07/02/2009	DM	EARLY IND: SCORE 335 MODEL EI90G	SYSTEM ID
3957	INQ30	07/01/2009	CIT	005 new cit 132 corr rcvd	SUSAN PARKER
3957		06/30/2009	FSV	INSP TP D RESULTS RCVD; ORD DT=06/17/09	SYSTEM ID
3957		06/19/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3957		06/17/2009	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
3957		06/16/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		06/16/2009	DMD	06/16/09 19:46:07 MSG ANS MACH	DAVOX INCOMING FILE
3957		06/16/2009	DMD	06/16/09 19:44:42 VACANT	DAVOX INCOMING FILE
3957		06/15/2009	DMD	06/15/09 15:37:59 VACANT	DAVOX INCOMING FILE
3957		06/15/2009	DMD	06/15/09 15:27:50 VACANT	DAVOX INCOMING FILE
3957		06/15/2009	DMD	06/15/09 15:17:41 VACANT	DAVOX INCOMING FILE
3957		06/12/2009	CBR	DELINQUENT: 60 DAYS	SYSTEM ID
3957		06/12/2009	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID

3957		06/11/2009	DMD	06/11/09 18:56:46 SIT_TONE	12-12020-mg Doc 7847-11 Filed 12/09/14 Entered 12/09/14 17:48:56	Exhibit 7
3957		06/11/2009	DMD	06/11/09 09:30:45 INCOMPLETE	to Delehey Decl Pg 9 of 11	
3957		06/11/2009	DMD	06/11/09 09:29:37 VACANT	DAVOX INCOMING FILE	
3957		06/11/2009	DM	TT U3P, GAVE ME B1'S NEW HOME PHONE #.	DAVOX INCOMING FILE	
3957		06/11/2009	DM	REMOVED #215-855-8522	DEBORAH PRATT	
3957		06/11/2009	DM	ACTION/RESULT CD CHANGED FROM OASK TO BRIP	DEBORAH PRATT	
3957		06/10/2009	DMD	00/00/00 00:00:00	DEBORAH PRATT	
3957		06/10/2009	DMD	06/10/09 08:03:57 LEFT MSG	DAVOX INCOMING FILE	
3957		06/10/2009	DMD	06/10/09 08:02:55 VACANT	DAVOX INCOMING FILE	
3957	OCC	06/10/2009	NT	Updated occupancy due to address change	DAVOX INCOMING FILE	
3957	INQ30	06/09/2009	CIT	003 DONE 06/09/09 BY TLR 01419	NANCY PENCA-SCRIPT I	
3957	INQ30	06/09/2009	CIT	TSK TYP 105-ADDRESS/PHONE N	TRACY NOSBISCH	
3957	INQ30	06/09/2009	CIT	003 Clsing CIT 105-mailed ltr adv of updated MA &	TRACY NOSBISCH	
3957	INQ30	06/09/2009	CIT	adv how to update email address. TN 7517	TRACY NOSBISCH	
3957	INQ30	06/09/2009	CIT	004 DONE 06/09/09 BY TLR 17474	TRACY NOSBISCH	
3957	INQ30	06/09/2009	CIT	TSK TYP 105-ADDRESS/PHONE N	BRIDGITTE DUFFY	
3957	INQ30	06/09/2009	CIT	004 closing cit 105 updated mailing address	BRIDGITTE DUFFY	
3957	INQ30	06/09/2009	CIT	bd7522	BRIDGITTE DUFFY	
3957	INQ30	06/08/2009	CIT	004 NEW CIT 105-corr rcvd	BRIDGITTE DUFFY	
3957		06/05/2009	DMD	00/00/00 00:00:00	TRACY NOSBISCH	
3957		06/05/2009	DMD	06/05/09 16:23:44 MSG ANS MACH	DAVOX INCOMING FILE	
3957		06/05/2009	DMD	06/05/09 16:21:50 VACANT	DAVOX INCOMING FILE	
3957		06/04/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE	
3957		06/04/2009	DMD	06/04/09 08:18:20 MSG ANS MACH	DAVOX INCOMING FILE	
3957		06/04/2009	DMD	06/04/09 08:16:25 VACANT	DAVOX INCOMING FILE	
3957		06/03/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE	
3957		06/03/2009	DMD	06/03/09 16:25:19 INCOMPLETE	DAVOX INCOMING FILE	
3957		06/03/2009	DMD	06/03/09 16:24:14 VACANT	DAVOX INCOMING FILE	
3957		06/03/2009	D19	BREACH KENNETH TAGGART07008114000004728482	DAVOX INCOMING FILE	
3957		06/03/2009	D19	BREACH KENNETH TAGGART07008114000004728481	SYSTEM ID	
3957		06/03/2009	D19	BREACH KENNETH TAGGART	SYSTEM ID	
3957		06/03/2009	D19	BREACH KENNETH TAGGART	SYSTEM ID	
3957		06/02/2009	DM	EARLY IND: SCORE 302 MODEL EI30G	SYSTEM ID	
3957	INQ30	06/02/2009	CIT	003 new cit 105-corr rec	JACOB HUTCHISON	
3957	INQ30	06/02/2009	CIT	003 new cit 105-corr rec	JACOB HUTCHISON	
3957		05/28/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE	
3957		05/28/2009	DMD	05/28/09 13:15:20 INCOMPLETE	DAVOX INCOMING FILE	
3957		05/28/2009	DMD	05/28/09 13:14:25 VACANT	DAVOX INCOMING FILE	
3957		05/26/2009	FSV	INSP TP D RESULTS RCVD; ORD DT=05/18/09	SYSTEM ID	
3957		05/19/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID	
3957		05/18/2009	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID	
3957		05/14/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE	
3957		05/14/2009	DMD	05/14/09 09:33:57 MSG ANS MACH	DAVOX INCOMING FILE	

3957		05/14/2009	DMD	05/14/09 09:31:51 VACANT	DAVOX INCOMING FILE
3957		05/13/2009	DMD	05/13/09 15:36:24 VACANT	DAVOX INCOMING FILE
3957		05/13/2009	DMD	05/13/09 15:25:33 VACANT	DAVOX INCOMING FILE
3957		05/13/2009	DMD	05/13/09 10:00:56 NO ANS	DAVOX INCOMING FILE
3957		05/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		05/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		05/12/2009	DMD	05/12/09 18:28:13 NO ANS	DAVOX INCOMING FILE
3957	INQ25	05/12/2009	CIT	002 DONE 05/12/09 BY TLR 01256	LARETHA BENTLEY
3957	INQ25	05/12/2009	CIT	TSK TYP 130-MANUAL ESCROW A	LARETHA BENTLEY
3957	INQ25	05/12/2009	CIT	002 Closing cit 130, cmplt'd esan eff 4/09 new pmt	LARETHA BENTLEY
3957	INQ25	05/12/2009	CIT	is 5612.25, snt 2:88 ltr to cust Rethab	LARETHA BENTLEY
3957		05/12/2009	OL	WDOYCUS - ADJUSTMENT LETTER	LARETHA BENTLEY
3957		05/12/2009	VEA	ONLINE ESCROW ANALYSIS SENT TO PRINT VENDO	LARETHA BENTLEY
3957		05/12/2009	D19	DEF - FHA OPTION LETTER SENT - FHA	SYSTEM ID
3957		05/11/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		05/11/2009	DMD	05/11/09 16:38:19 NO ANS	DAVOX INCOMING FILE
3957		05/11/2009	DMD	05/11/09 16:37:48 VACANT	DAVOX INCOMING FILE
3957		05/08/2009	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
3957		05/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		05/08/2009	DMD	05/08/09 14:06:25 NO ANS	DAVOX INCOMING FILE
3957		05/08/2009	DMD	05/08/09 14:05:54 VACANT	DAVOX INCOMING FILE
3957		05/07/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		05/07/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		05/07/2009	DMD	05/07/09 17:15:26 LEFT MSG	DAVOX INCOMING FILE
3957		05/05/2009	OL	WDOYCUS - FILE DELAY	LEIGH FRAME
3957	INQ30	05/05/2009	CIT	001 DONE 05/05/09 BY TLR 08283	LEIGH FRAME
3957	INQ30	05/05/2009	CIT	TSK TYP 109-CC COR TRACKING	LEIGH FRAME
3957	INQ30	05/05/2009	CIT	001 closing cit 109 - req esan based on updated	LEIGH FRAME
3957	INQ30	05/05/2009	CIT	ins prem, sent 2.21 letter leigh f 5378	LEIGH FRAME
3957	INQ30	05/05/2009	CIT	002 new cit 130 - please perform ESAN effective	LEIGH FRAME
3957	INQ30	05/05/2009	CIT	for the 04/09 pmt based on updated ins prem	LEIGH FRAME
3957	INQ30	05/05/2009	CIT	amts leigh f 5378	LEIGH FRAME
3957		05/04/2009	DM	EARLY IND: SCORE 387 MODEL EI30G	SYSTEM ID
3957		05/04/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		05/04/2009	DMD	05/04/09 16:05:57 NO ANS	DAVOX INCOMING FILE
3957		05/04/2009	DMD	05/04/09 16:05:18 VACANT	DAVOX INCOMING FILE
3957		05/01/2009	DMD	05/01/09 16:00:57 VACANT	DAVOX INCOMING FILE
3957		05/01/2009	DMD	05/01/09 11:32:31 NO ANS	DAVOX INCOMING FILE
3957		05/01/2009	DMD	05/01/09 11:31:57 VACANT	DAVOX INCOMING FILE
3957		04/30/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/30/2009	DMD	04/30/09 12:51:52 LEFT MSG	DAVOX INCOMING FILE
3957		04/30/2009	DMD	04/30/09 12:50:36 VACANT	DAVOX INCOMING FILE
3957		04/29/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

12-12020-mg Doc 7847-11 Filed 12/09/14 Entered 12/09/14 17:48:56 to Delehey Decl Pg 11 of 11				Exhibit 7	
3957	INQ30	04/29/2009	DMD	04/29/09 14:39:24 NO ANS	DAVOX INCOMING FILE
3957		04/29/2009	DMD	04/29/09 14:38:44 VACANT	DAVOX INCOMING FILE
3957		04/29/2009	CIT	001 new cit 109 corr rcvd	SUSAN PARKER
3957		04/28/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/28/2009	DMD	04/28/09 15:14:21 NO ANS	DAVOX INCOMING FILE
3957		04/28/2009	DMD	04/28/09 15:13:50 VACANT	DAVOX INCOMING FILE
3957		04/27/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/27/2009	DMD	04/27/09 13:34:26 LEFT MSG	DAVOX INCOMING FILE
3957		04/27/2009	DMD	04/25/09 08:46:22 MSG ANS MACH	DAVOX INCOMING FILE
3957		04/24/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/24/2009	DMD	04/24/09 08:34:49 NO ANS	DAVOX INCOMING FILE
3957		04/24/2009	DMD	04/24/09 08:34:18 VACANT	DAVOX INCOMING FILE
3957		04/22/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/22/2009	DMD	04/22/09 12:49:39 LEFT MSG	DAVOX INCOMING FILE
3957		04/22/2009	DMD	04/22/09 12:48:15 VACANT	DAVOX INCOMING FILE
3957		04/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/21/2009	DMD	04/21/09 17:07:29 NO ANS	DAVOX INCOMING FILE
3957		04/21/2009	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3957		04/20/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/20/2009	DMD	04/20/09 14:25:03 NO ANS	DAVOX INCOMING FILE
3957		04/20/2009	DMD	04/20/09 14:24:30 VACANT	DAVOX INCOMING FILE
3957		04/13/2009	DMD	03/26/09 19:54:18 LEFT MESSAGE	DAVOX INCOMING FILE
3957		04/13/2009	DMD	03/26/09 15:05:27 Left Message	DAVOX INCOMING FILE
3957		04/13/2009	DMD	03/26/09 10:34:34 Left Message	DAVOX INCOMING FILE
3957		04/13/2009	DMD	03/24/09 19:57:52 LEFT MESSAGE	DAVOX INCOMING FILE
3957		04/13/2009	DMD	03/24/09 15:16:59 Left Message	DAVOX INCOMING FILE
3957		04/13/2009	DMD	03/24/09 11:34:20 "	DAVOX INCOMING FILE
3957		04/13/2009	DMD	03/21/09 18:45:22 LEFT MESSAGE	DAVOX INCOMING FILE
3957		04/13/2009	DMD	03/21/09 13:55:01 Left Message	DAVOX INCOMING FILE
3957		04/13/2009	DMD	03/21/09 09:53:32 Left Message	DAVOX INCOMING FILE
3957		04/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/13/2009	DMD	03/19/09 10:47:10 Left Message	DAVOX INCOMING FILE
3957		04/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/13/2009	DMD	03/19/09 10:54:00 Left Message	DAVOX INCOMING FILE
3957		04/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3957		04/13/2009	DMD	03/17/09 20:45:30 LEFT MESSAGE	DAVOX INCOMING FILE
3957		04/07/2009	DM	EARLY IND: SCORE 020 MODEL EI16H	SYSTEM ID
3957		03/30/2009	DM	PROMISE KEPT 03/30/09 PROMISE DT 03/31/09	SYSTEM ID
3957		03/27/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

Exhibit 8

DATE: 6/13/14

LOAN NUMBER: K MCGUIRE

APPLICANT(S): K MCGUIRE

PROPERTY ADDRESS: 521 COMPTON RD
TELFORD PA 15469

REMEMBER
SIGN EVERYWHERE
YOU SEE THE ...



NOTICE TO THE BORROWER: YOU MAY BE REQUIRED TO PURCHASE PROPERTY INSURANCE AS A CONDITION OF RECEIVING THE LOAN. IF PROPERTY INSURANCE IS REQUIRED, YOU MAY SECURE INSURANCE FROM A COMPANY OR AGENT OF YOUR OWN CHOOSING.

MORTGAGOR'S CHOICE OF HAZARD INSURANCE CARRIER

You have the right to choose the carrier of the required hazard (fire and extended coverage) insurance coverage, subject to our approval. THE LENDER has the right to designate financial requirements and adequacy of coverage as well as the right to require that the policy be issued by a company acceptable to THE LENDER.

All required coverage must be in effect the day prior to closing. Binders will not be accepted. When refinancing a mortgage loan, a new policy must be presented.

Before closing you must provide us with the original policy along with a paid receipt for the full first year's premium. Cancelled checks will not be accepted.

You may be required to have Rent Loss Insurance to compensate you for a loss or reduction in rental income.

Minimum Hazard insurance coverage required for at least the amount of the mortgage.

For a condominium unit, you must provide an endorsement naming THE LENDER as mortgagee on Unit # _____ to the master hazard (and flood, if required) policy. You may also be required to provide one certified plus one copy of the master policy.

Hazard Insurance (Fair Plan) policies, binders and memorandums are NOT acceptable.

The first mortgagee clause(s) of all insurance policies must read:

Flood Insurance Authorization

Flood Insurance is required pursuant to the Flood Disaster Protection Act of 1973 and The National Flood Insurance Reform Act of 1994:

- (X) If it is determined prior to closing that this property is located in a special flood hazard boundary area designated by the Flood Insurance Administration of the Department of Housing and Urban Development, we will advise you by letter that flood insurance will be required, or
- (X) If it is determined after closing that flood insurance is required on this property, THE LENDER and/or its Assignees will obtain a flood insurance policy for you. You will be advised by letter that flood insurance has been required and that you will be responsible for payment of the same.

Minimum flood insurance coverage required for at least the amount of the mortgage, or the maximum insurable amount.

You must provide THE LENDER with the carbonized copy of your application for flood insurance, if required, prior to closing along with a paid receipt for the full first year's premium.

IMPORTANT INFORMATION

Special Flood Insurance

Regulations effective March 2, 1974 and The National Flood Insurance Reform Act of 1994, will not permit a lender to close a loan without flood insurance which is insured, guaranteed, or regulated by the federal government on property located in an area having special flood hazards and in which flood insurance has been made available under The National Flood Insurance Reform Act of 1968.

If at any time the property which will secure our loan is identified by the Secretary of Housing & Urban Development as being in an area of community having special flood, mudslide, erosion or other hazards and if participation by the community in the National Flood Insurance Program (NFIP) is required by federal law or regulation, then flood insurance must be obtained under NFIP in an amount equal to the mortgage balance or the maximum amount available, whichever is less.

MORTGAGOR'S CHOICE OF TITLE INSURER

You have the right to choose the carrier of the required mortgage title insurance, subject to the approval of THE LENDER, provided you pay for all or a portion of the title insurance. THE LENDER has the right to designate financial requirements and adequacy of coverage.

SALE OF SERVICING

THE LENDER may, at its discretion, sell or transfer the servicing of this loan immediately following settlement or at any time during the term of the loan.

ESCROW PAYMENTS

At closing you may be required to establish with us an escrow account for the payment of hazard insurance and real estate taxes as well as mortgage insurance, flood insurance, ground rents, and special assessments, if applicable. In addition to your monthly payment of principal and interest, your monthly payment will also include annual real estate taxes and required insurance premiums. THE LENDER will apply such funds as may be appropriate to the payment of taxes and required insurance. You will receive an Initial Escrow Account Summary Form at Closing which will explain how your escrow is calculated.

ACKNOWLEDGMENT

I/We do hereby certify that I/we have read and do understand the Policy Notices set forth above.

X	APPLICANT	DATE	X	APPLICANT	DATE
X	APPLICANT	DATE	X	APPLICANT	DATE

Prepared by Lender's employee BRUCE SUTEL who

certifies that a completed copy of this disclosure was given/mailed to the applicant on 6/13/14

Exhibit 9

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
 7/10/2008

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Delp Insurance Services FIRST FLOOR 1035 MILL CREEK DRIVE FEASTERVILLE PA 19053 FAX (215) 364-9144 E-MAIL: DELPINS@VERIZON.NET CODE: SUB CODE:		PHONE (215) 355-9660 COMPANY THE PHILA CONTRIBUTIONSHIP 210 SOUTH FOURTH STREET PHILADELPHIA, PA 19106	
INSURED KENNETH TAGGERT 45 HERON ROAD HOLLAND, PA 18966		LOAN NUMBER 225 & 227	POLICY NUMBER 225 & 227
EFFECTIVE DATE 8/9/2007		EXPIRATION DATE 08/ 9/2008	<input checked="" type="checkbox"/> CONTINUED UNTIL <input type="checkbox"/> TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 521 COWPATH RD TELFORD PA 18969

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
DWELLING	\$660,000	
LIABILITY	\$100,000	
MEDICAL PAYMENTS TO OTHERS	\$ 1,000	
PREMIUM:		\$1700

REMARKS (Including Special Conditions)

PAID
 CASH DATE *[Signature]*

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS L B A FINANCIAL GROUP LLC 1681 KENNETH RD YORK PA 17408	<input checked="" type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	ADDITIONAL INSURED _____
	LOAN # _____	
	AUTHORIZED REPRESENTATIVE <i>[Signature]</i>	

ACORD 27 (2006/07)

© ACORD CORPORATION 1993-2008. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Produced using Forms Boss Plus software. www.FormsBoss.com. Interactive Publishing 800-208-1877

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
7/10/2008

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Delp Insurance Services FIRST FLOOR 1035 MILL CREEK DRIVE FEASTERVILLE PA 19053		PHONE (A/C, No, Ext): (215) 355-9660		COMPANY THE PHILA CONTRIBUTIONSHIP 210 SOUTH FOURTH STREET PHILADELPHIA, PA 19106	
FAX (A/C, No): (215) 264-9144		E-MAIL ADDRESS: DELPINS@VERIZON.NET			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID#:					
INSURED KENNETH TAGGERT 45 HERON ROAD HOLLAND, PA 18966		LOAN NUMBER		POLICY NUMBER 225 & 227	
		EFFECTIVE DATE 8/9/2007		EXPIRATION DATE 8/9/2008	
				<input checked="" type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
521 COWPATH RD TELFORD PA 18969

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
DWELLING	\$660,000	
LIABILITY	\$100,000	
MEDICAL PAYMENTS TO OTHERS	\$ 1,000	
PREMIUM \$1,700.00		


REMARKS (Including Special Conditions)

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS L B A FINANCIAL GROUP LLC 1681 KENNETH RD YORK PA 17408	<input checked="" type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	

ACORD 27 (2006/07) Received Time Jul 10, 3:41PM

© ACORD CORPORATION 1993-2006. All rights reserved.

Exhibit 10

3957

REPRESENTATION OF PRINTED DOCUMENT

Section 2:

ANALYSIS TYPE: 1/12 AGGREGATE ACCOUNT NUMBER: 3957
PROJECTED ESCROW BALANCE AS OF: MARCH 31, 2009 4,905.58

* Projected balance reflects all receipts and disbursements made prior to the date of analysis and all mortgagor payments and disbursements anticipated to be made prior to the effective date of analysis.

DATE	RECEIPTS	PROJECTED DISBURSEMENTS	CUR. BAL. PROJECTIONS	REQ. BAL. PROJECTIONS
PROJECTED BALANCE			4,905.58	12,848.81
04/01/09	1,837.74	269.42-	6,473.90	14,417.13
05/01/09	1,837.74	269.42-	8,042.22	15,985.45
06/01/09	1,837.74	269.42-	9,610.54	17,553.77
07/01/09	1,837.74	7,261.00-	4,187.28	12,130.51
07/01/09	.00	269.42-	3,917.86	11,861.09
08/01/09	1,837.74	1,903.00-	3,852.60	11,795.83
08/01/09	.00	269.42-	3,583.18	11,526.41
08/01/09	.00	8,389.77-	4,806.59-	3,136.64 L
09/01/09	1,837.74	269.42-	3,238.27-	4,704.96
10/01/09	1,837.74	269.42-	1,669.95-	6,273.28
11/01/09	1,837.74	269.42-	101.63-	7,841.80
12/01/09	1,837.74	269.42-	1,466.69	9,409.92
01/01/10	1,837.74	269.42-	3,035.01	10,978.24
02/01/10	1,837.74	269.42-	4,603.33	12,546.56
03/01/10	1,837.74	269.42-	6,171.65	14,114.88
03/01/10	.00	1,266.16-	4,905.49	12,848.72

L ANTICIPATED LOW POINT FOR ANALYSIS PERIOD: -4,806.59

MAXIMUM PERMITTED LOW-POINT: (EXCLUDING MIP) 3,136.64

Section 3:

SHORTAGE 7,943.23

ESCROW ACCOUNT ACTIVITY (APRIL 01, 2008 - MARCH 31, 2009)

DATE	TXN	PREV PROJ AMOUNT	PREV PROJ BALANCE	TXN	ACTUAL AMOUNT	ACTUAL BALANCE
BEGINNING	BALANCE	.00	.00			.00
04/01/08		.00	.00		.00	.00
05/01/08		.00	.00		.00	.00
06/01/08		.00	.00		.00	.00
07/01/08		.00	.00	PAYMENT	1,914.80	1,914.80
08/01/08		.00	.00	FIRE	978.00-	936.80
09/01/08		.00	.00	PAYMENT	1,231.84	1,899.22
09/01/08		.00	.00	FHA RISK BASED	269.42-	1,899.22
09/01/08		.00	.00	FIRE	925.00-	974.22
10/01/08		.00	.00	PAYMENT	1,231.84	1,936.64
10/01/08		.00	.00	FHA RISK BASED	269.42-	1,836.64
11/01/08		.00	.00	PAYMENT	1,231.84	2,899.06
11/01/08		.00	.00	FHA RISK BASED	269.42-	2,899.06
12/01/08		.00	.00	PAYMENT	1,231.84	3,861.48
12/01/08		.00	.00	FHA RISK BASED	269.42-	3,861.48
01/01/09		.00	.00	PAYMENT	7,915.84	11,507.90
01/01/09		.00	.00	FHA RISK BASED	269.42-	11,507.90
01/01/09		.00	.00	FIRE	7,261.00-	4,246.80
02/01/09		.00	.00	FHA RISK BASED	269.42-	3,977.48
03/01/09		.00	.00		.00	3,977.48

3957

REPRESENTATION OF PRINTED DOCUMENT

GMAC
Mortgage

3451 Hammond Avenue
Waterloo, IA 50702
Escrow Analysis Hotline
1-800-766-4622/Follow the Prompts

Important Note : In accordance with RESPA requirements, this notice is being sent as a result of the review completed on your escrow account.

**INITIAL ESCROW ACCOUNT
DISCLOSURE STATEMENT**

61182-0000281-001
KENNETH TAGGART
PO BOX 411
TELFORD PA 18969-0411

ACCOUNT NUMBER: 3957

PROPERTY ADDRESS:
521 COWPATH ROAD
TELFORD PA 18969

ANALYSIS DATE: FEBRUARY 09, 2009

PLEASE KEEP THIS ESCROW ANALYSIS FOR COMPARISON TO NEXT YEAR'S STATEMENT.

Section I:

DESCRIPTION	NEXT DUE DATE	ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT	AMOUNT(S) USED IN PRIOR ANALYSIS
FHA RISK BASED	APRIL 2009	269.42	0.00
FHA RISK BASED	MAY 2009	269.42	0.00
FHA RISK BASED	JUNE 2009	269.42	0.00
FIRE	JULY 2009	7,261.00	0.00
FHA RISK BASED	JULY 2009	269.42	0.00
FIRE	AUGUST 2009	1,903.00	0.00
FHA RISK BASED	AUGUST 2009	269.42	0.00
SCHOOL	AUGUST 2009	8,389.77	0.00
FHA RISK BASED	SEPTEMBER 2009	269.42	0.00
FHA RISK BASED	OCTOBER 2009	269.42	0.00
FHA RISK BASED	NOVEMBER 2009	269.42	0.00
FHA RISK BASED	DECEMBER 2009	269.42	0.00
FHA RISK BASED	JANUARY 2010	269.42	0.00
FHA RISK BASED	FEBRUARY 2010	269.42	0.00
FHA RISK BASED	MARCH 2010	269.42	0.00
CITY/TOWNSHIP	MARCH 2010	1,266.16	0.00
TOTAL ANNUAL DISBURSEMENTS:		22,052.97	0.00
TOTAL ESCROW PAYMENT:		1,837.74	1,231.84

The amounts above are based on either an estimate previously provided or the amount last disbursed.

NOTE: If you pay the escrow shortage amount of \$7,943.23, your new total payment will automatically be adjusted to \$6,007.16 effective with your APRIL 01, 2009 payment. If you do not pay the shortage, your total payment effective APRIL 01, 2009 will be \$6,669.09.

Payment change:	New	Prior Analysis
Escrow	1,837.74	1,231.84
Surplus/Shortage	661.93	0.00
Escrow Shortage Spread 12 Months		

Total	2,499.67	1,231.84
Principal/Interest	4,169.42	4,169.42
Total Payment	6,669.09	5,401.26

Depending on the timing of when your next billing notice is released, you may not see the payment change until the following billing notice.

For details about the difference between the old and new payment amounts, please reference the ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT and AMOUNT(S) USED IN PRIOR ANALYSIS columns listed above.

Any questions regarding changes in the "Estimated Amount of Next Disbursement" should be directed to your Tax Authority and/or Insurance Company.

To reach our Insurance department call: 1-800-256-9962.

By sending your check, please be aware that you are authorizing us to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on the check. This electronic debit will be for the amount of your check.

If you are utilizing a military allotment, or third-party company to make payments on your behalf, please notify your service of any payment changes.

NOTE - you must use the below address when remitting your escrow shortage payment

THIS COUPON MUST ACCOMPANY YOUR ESCROW SHORTAGE PAYMENT

GMAC
Mortgage

THIS IS NOT A CHECK

NOTE - you must use this address when remitting your escrow shortage payment

62-28
311

Account Number	Shortage Amount
3957	7,943.23

KENNETH TAGGART

Total Amount Enclosed \$

GMAC MORTGAGE
PO BOX 79162
PHOENIX AZ 85068-9162

If you pay the escrow shortage amount of \$7,943.23, your new payment will be automatically adjusted to \$6,007.16 effective with your APRIL 01, 2009 payment.

By sending your check, please be aware that you are authorizing us to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on the check. This electronic debit will be for the amount of your check.

Exhibit 11

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

05/12/09

KENNETH TAGGART

PO BOX 411

TELFORD PA 18969-0411

RE: Account Number [REDACTED] 3957
Property Address 521 COWPATH ROAD

TELFORD PA 18969

Dear KENNETH TAGGART

A recent review of your account has indicated a need for an adjustment due to your request.

Effective April 1, 2009, your new payment will be \$5612.25.

Please begin paying the new monthly payment amount to ensure proper credit to your mortgage account. Disregard any other coupons now in your possession. A temporary coupon is provided below for your convenience.

If you have further questions regarding this matter, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

05/12/09

Account Number [REDACTED] 3957

Page Two

[REDACTED] 3957

521 COWPATH ROAD

TELFORD PA 18969

Monthly Payment Amount \$5612.25

Due Date April 1, 2009

GMAC Mortgage, LLC
PO Box 780

Waterloo, IA 50704-0780

2:88

Exhibit 12

3957

REPRESENTATION OF PRINTED DOCUMENT

GMAC
Mortgage

3451 Hammond Avenue
Waterloo, IA 50702
Escrow Analysis Hotline
1-800-766-4622/Follow the Prompts

Important Note : In accordance with RESPA requirements, this notice is being sent as a result of the review completed on your escrow account.

**INITIAL ESCROW ACCOUNT
DISCLOSURE STATEMENT**

83833-0000123-001
KENNETH TAGGART
PO BOX 411
TELFORD PA 18969-0411

ACCOUNT NUMBER: 3957

PROPERTY ADDRESS:
521 COWPATH ROAD
TELFORD PA 18969

ANALYSIS DATE: MAY 12, 2009

PLEASE KEEP THIS ESCROW ANALYSIS FOR COMPARISON TO NEXT YEAR'S STATEMENT.

Section I:

DESCRIPTION	NEXT DUE DATE	ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT	AMOUNT(S) USED IN PRIOR ANALYSIS
FHA RISK BASED	APRIL 2009	269.42	0.00
FHA RISK BASED	MAY 2009	269.42	0.00
FHA RISK BASED	JUNE 2009	269.42	0.00
FHA RISK BASED	JULY 2009	269.42	0.00
FIRE	AUGUST 2009	978.00	0.00
FIRE	AUGUST 2009	925.00	0.00
FHA RISK BASED	AUGUST 2009	269.42	0.00
SCHOOL	AUGUST 2009	8,389.77	0.00
FHA RISK BASED	SEPTEMBER 2009	269.42	0.00
FHA RISK BASED	OCTOBER 2009	269.42	0.00
FHA RISK BASED	NOVEMBER 2009	269.42	0.00
FHA RISK BASED	DECEMBER 2009	269.42	0.00
FHA RISK BASED	JANUARY 2010	269.42	0.00
FHA RISK BASED	FEBRUARY 2010	269.42	0.00
FHA RISK BASED	MARCH 2010	269.42	0.00
CITY/TOWNSHIP	MARCH 2010	1,280.22	0.00
TOTAL ANNUAL DISBURSEMENTS:		14,806.03	0.00
TOTAL ESCROW PAYMENT:		1,233.83	1,231.84

The amounts above are based on either an estimate previously provided or the amount last disbursed.

NOTE: If you pay the escrow shortage amount of \$2,508.02, your new total payment will automatically be adjusted to \$5,403.25 effective with your APRIL 01, 2009 payment. If you do not pay the shortage, your total payment effective APRIL 01, 2009 will be \$5,612.25.

Payment change:	New	Prior Analysis
Escrow	1,233.83	1,231.84
Surplus/Shortage	209.00	0.00
Escrow Shortage Spread 12 Months		

Total	1,442.83	1,231.84
Principal/Interest	4,169.42	4,169.42
Total Payment	5,612.25	5,401.26

Depending on the timing of when your next billing notice is released, you may not see the payment change until the following billing notice.

For details about the difference between the old and new payment amounts, please reference the ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT and AMOUNT(S) USED IN PRIOR ANALYSIS columns listed above.

Any questions regarding changes in the "Estimated Amount of Next Disbursement"

should be directed to your Tax Authority and/or Insurance Company.

To reach our insurance department call: 1-800-256-9962.

By sending your check, please be aware that you are authorizing us to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on the check. This electronic debit will be for the amount of your check.

If you are utilizing a military allotment, or third-party company to make payments on your behalf, please notify your service of any payment changes.

NOTE - you must use the below address when remitting your escrow shortage payment

THIS COUPON MUST ACCOMPANY YOUR ESCROW SHORTAGE PAYMENT

GMAC
Mortgage

THIS IS NOT A CHECK

NOTE - you must use this address when remitting your escrow shortage payment

62-28
311

Account Number	Shortage Amount
3957	2,508.02

KENNETH TAGGART

Total Amount Enclosed \$

GMAC MORTGAGE
PO BOX 79162
PHOENIX AZ 85062-9162

If you pay the escrow shortage amount of \$2,508.02, your new payment will be automatically adjusted to \$5,403.25 effective with your APRIL 01, 2009 payment.

By sending your check, please be aware that you are authorizing us to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on the check. This electronic debit will be for the amount of your check.

3957

REPRESENTATION OF PRINTED DOCUMENT

Section 2:

ANALYSIS TYPE: 1/6 AGGREGATE ACCOUNT NUMBER: 3957
PROJECTED ESCROW BALANCE AS OF: MARCH 31, 2009 4,891.52 *

* Projected balance reflects all receipts and disbursements made prior to the date of analysis and all mortgagor payments and disbursements anticipated to be made prior to the effective date of analysis.

DATE	RECEIPTS	PROJECTED DISBURSEMENTS	CUR. BAL. PROJECTIONS	REQ. BAL. PROJECTIONS
PROJECTED BALANCE			4,891.52	7,399.54
04/01/09	1,233.83	269.42-	5,855.93	8,363.95
05/01/09	1,233.83	269.42-	6,820.34	9,328.36
06/01/09	1,233.83	269.42-	7,784.75	10,292.77
07/01/09	1,233.83	269.42-	8,749.16	11,257.18
08/01/09	1,233.83	978.00-	9,004.99	11,513.01
08/01/09	.00	925.00-	8,079.99	10,588.01
08/01/09	.00	269.42-	7,810.57	10,318.59
08/01/09	.00	8,369.77-	579.20-	1,928.82 L
09/01/09	1,233.83	269.42-	385.21	2,893.23
10/01/09	1,233.83	269.42-	1,349.62	3,857.64
11/01/09	1,233.83	269.42-	2,314.03	4,822.05
12/01/09	1,233.83	269.42-	3,278.44	5,786.46
01/01/10	1,233.83	269.42-	4,242.85	6,750.87
02/01/10	1,233.83	269.42-	5,207.26	7,715.28
03/01/10	1,233.83	269.42-	6,171.67	8,679.69
03/01/10	.00	1,280.22-	4,891.45	7,399.47

L ANTICIPATED LOW POINT FOR ANALYSIS PERIOD:
-578.20

MAXIMUM PERMITTED LOW-POINT: (EXCLUDING MIP)
1,928.82

Section 3:

SHORTAGE 2,508.02

ESCROW ACCOUNT ACTIVITY (APRIL 01, 2008 - MARCH 31, 2009)

DATE	TXN	PREV PROJ AMOUNT	PREV PROJ BALANCE	TXN	ACTUAL AMOUNT	ACTUAL BALANCE
BEGINNING	BALANCE	.00	.00			.00
04/01/08		.00	.00		.00	.00
05/01/08		.00	.00		.00	.00
06/01/08		.00	.00		.00	.00
07/01/08		.00	.00	PAYMENT	1,914.80	1,914.80
08/01/08		.00	.00	FIRE	978.00-	936.80
09/01/08		.00	.00	PAYMENT	1,231.84	1,899.22
09/01/08		.00	.00	FHA RISK BASED	269.42-	1,899.22
09/01/08		.00	.00	FIRE	925.00-	974.22
10/01/08		.00	.00	PAYMENT	1,231.84	1,936.64
10/01/08		.00	.00	FHA RISK BASED	269.42-	1,936.64
11/01/08		.00	.00	PAYMENT	1,231.84	2,899.06
11/01/08		.00	.00	FHA RISK BASED	269.42-	2,899.06
12/01/08		.00	.00	PAYMENT	1,231.84	3,861.48
12/01/08		.00	.00	FHA RISK BASED	269.42-	3,861.48
01/01/09		.00	.00	PAYMENT	7,915.84	11,507.90
01/01/09		.00	.00	FHA RISK BASED	269.42-	11,507.90
01/01/09		.00	.00	FIRE	7,261.00-	4,246.80
02/01/09		.00	.00	PAYMENT	1,231.84	5,208.32
02/01/09		.00	.00	FHA RISK BASED	269.42-	5,208.32
02/01/09		.00	.00	CITY/TOWNSHIP	1,280.22-	3,929.10
03/01/09		.00	.00	PAYMENT	1,231.84	4,891.52
03/01/09		.00	.00	FHA RISK BASED	269.42-	4,891.52

Exhibit 13

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

07/15/09

KENNETH TAGGART

45 HERON RD

HOLLAND PA 18966

RE: Account Number [REDACTED] 3957
Property Address 521 COWPATH ROAD
TELFORD PA 18969

Dear KENNETH TAGGART

In response to your request, we updated our records to reflect your inquiry was received.
Enclosed is a copy of the most recent escrow analysis statement, please indicate the items
needing to be adjusted. Please contact our office to discuss.

If you have any questions, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

2:02

Exhibit 14

DEF-FHA OPTION LETTER SENT AUT.txt
%%H002681GM 50019-0049LTR1DEF - FHA OPTION LETTER SENT - FHA
SYSLTR1 PROD05/11/ 3957 05008 0
♀
{DPLX}}

00PFST519

05/11/09

KENNETH TAGGART

PO BOX 411

TELFORD PA 18969-0411

RE: Account Number 3957
Property Address 521 COWPATH ROAD

TELFORD PA 18969

Dear KENNETH TAGGART

Disclosure: If you are already working with the Loss Mitigation department on a special forbearance or other foreclosure prevention alternatives, this letter does not apply to you. However, you may want to take advantage of the Homeownership Counseling information contained within this letter.

Notice - This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above referenced loan, not as a personal liability.

AVISO IMPORTANTE PARA LAS PERSONAS QUE HABLAN ESPANOL:

Esta notificación es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no entiende el contenido de esta carta, obtenga una traducción inmediatamente. Si usted no llama o responde a este número de teléfono: 888-714-4622, usted puede perder su casa.

Your mortgage payments of \$ 10802.52 for the 2 months of 04/01/09 and 05/01/09 plus total late charges of \$ 1130.96 are past due. If these payments are not received by 05/26/09, you could lose your home. If you have already mailed the payments, please accept our thanks.

Due to the unresolved default on your account, it will soon be referred to the Foreclosure Department. We would like to discuss possible options which may be available to help avoid a foreclosure action. A brief description of these options follows. In order to be considered for any of these options, you

♀

05/11/09

DEF-FHA OPTION LETTER SENT AUT.txt

Account Number [REDACTED] 3957
Page Two

will need to complete the Borrower Financial Information included with this letter.

REPAYMENT OR SPECIAL FORBEARANCE PLAN. We may be able to arrange a repayment plan based on your financial situation and may even provide for a temporary reduction, suspension or regular monthly payments for a period of time.

Another option which may be available is a LOAN MODIFICATION. This may be done if you are unable to make temporary increased monthly payments, yet can still afford your mortgage payments.

Another option which may be available is a SHORT SALE. When you cannot afford your monthly payments and the value of your property is worth less than what is owed, we may accept a short payoff on your loan if you sell your property.

As a last alternative, we may be able to accept a DEED-IN-LIEU of foreclosure. This is a voluntary conveyance of your property and will allow you to avoid the time and distress of foreclosure.

Please contact our Loss Mitigation representative immediately to discuss any questions or concerns you have regarding your options. The toll-free number is 888-714-4622. The toll-free TDD number is 1-800-395-9228.

We have enclosed the pamphlet "How to Avoid Foreclosure," which describes methods to assist you in bringing your mortgage current. If you are unable to bring your mortgage current, the pamphlet also addresses other alternatives to foreclosure. Foreclosure is the legal means we may use to take ownership of your home if you do not make your mortgage payments. For more information, you may contact a HUD Housing Counseling Agent at 1-800-569-4287. Toll-free TDD number for the HUD Counseling Agency is 1-800-877-8339.

PLEASE DO NOT SEND US MEDICAL INFORMATION.

As required by law, we are prohibited from obtaining or using medical information (e.g., diagnosis, treatment or prognosis) in connection with your eligibility, or continued eligibility, for credit. We will not use it when evaluating your request, and it will not be retained.

Collection Department
Loan Servicing

Enclosures

5008

♀

Exhibit 15

Waterloo , IA 50704-0780

Date: 06/02/09

ACT 6 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

HOMEOWNER S NAME(S): KENNETH TAGGART
ADDRESS: 521 COWPATH ROAD
LOAN ACCT. NO.: TELFORD PA 18969
3957

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT The MORTGAGE debt held by the above lender on your property located at: 521 COWPATH ROAD TELFORD PA 18969 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 04/01/09 through 06/01/09. See attached Exhibit for payment breakdown.

Monthly Payments	\$ 16836.75
Late Charges	\$ 1313.18
NSF	\$ 0.00
Inspections	\$ 11.25
Other (Default Expenses and Fees)	\$ 0.00
Optional Insurance	\$ 0.00
Suspense	\$ 0.00
TOTAL AMOUNT PAST DUE:	\$ 18161.18

HOW TO CURE THE DEFAULT You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 18161.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.

Payments must be made either by cash, cashier s check or certified check made payable and sent to:

GMAC Mortgage, LLC
ATTN: Payment Processing
PO Box 780

Waterloo , IA 50704-0780

IF YOU DO NOT CURE THE DEFAULT If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney s fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney s fees actually incurred by the lender even if they exceed \$50.00. Any attorney s fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAYS period, you will not be required to pay attorney s fees.**

OTHER LENDER REMEDIES The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF S SALE If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff s Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney s fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff s Sale as specified in writing by the lender and by performing any other requirements under the mortgage.** Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF S SALE DATE – It is estimated that the earliest date that such a Sheriff s Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff s Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	GMAC Mortgage, LLC
ATTN:	Loss Mitigation
Address:	2711 North Haskell Ave. Suite 900 Dallas, TX 75204
Phone Number:	888-714-4622
Fax Number:	866-709-4744
Contact Person:	Collection Department

EFFECT OF SHERIFF S SALE You should realize that a Sheriff s Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff s Sale, a lawsuit to remove you and your furnishing and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE You MAY or MAY NOT sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney s fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ENCLOSED

Applicable law requires us to inform you we are attempting to collect a debt and any information you provide will be used for that purpose.

If you disagree with our assertion that a default has occurred with your mortgage loan, please contact our office immediately at 888-714-4622 and speak with one of our loan counseling representatives. Thank you for your prompt response concerning this matter.

Collection Department
Loan Servicing

5037

EXHIBIT

04/01/09 through 06/01/09

Mo. Pmt. Amt. \$ 5612.25

Exhibit 16

LM - LOSS MIT REFERRAL TO FORE.txt
%%H002681GM 50019-0049LTR1LM - LOSS MIT FCL REFERRAL - FNMA/FHLMC
SYSLTR1 PROD07/02/[REDACTED] 3957 05025 0
♀

OOPFST519

07/02/09

KENNETH TAGGART

45 HERON RD

HOLLAND PA 18966

YOUR IMMEDIATE ATTENTION IS REQUIRED

RE: Account Number [REDACTED] 3957
Property Address 521 COWPATH ROAD
TELFORD PA 18969

Dear KENNETH TAGGART

You were previously notified of your default and the demand for reinstatement on the above account.

Because you have failed to reinstate, your account may be sent to an attorney to initiate foreclosure action. Upon referral, you may incur substantial fees and costs, and the foreclosure status will be reported to credit agencies.

Upon completion of the foreclosure:

- * You will lose title to the property.
- * You may be liable for the foreclosure costs, including attorney fees.
- * You may be personally liable for any remaining balance due.
- * The foreclosure will be reported to credit agencies and to the Internal Revenue Service.

If you wish to discuss possible alternatives to avoid the foreclosure action, please contact us at 888-714-4622.

Notice - This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced account, not as a personal liability.

Loss Mitigation Department
Loan Servicing
5025
♀

Exhibit 17

09-25338

Phelan Hallinan & Schmieg, LLP
 Lawrence T. Phelan, Esq., Id. No. 32227
 Francis S. Hallinan, Esq., Id. No. 62695
 Daniel G. Schmieg, Esq., Id. No. 62205
 Michele M. Bradford, Esq., Id. No. 69849
 Judith T. Romano, Esq., Id. No. 58745
 Sheetal R. Shah-Jani, Esq., Id. No. 81760
 Jenine R. Davcy, Esq., Id. No. 87077
 Lauren R. Tabas, Esq., Id. No. 93337
 Vivek Srivastava, Esq., Id. No. 202331
 Jay B. Jones, Esq., Id. No. 86657
 Peter J. Mulcahy, Esq., Id. No. 61791
 Andrew L. Spivack, Esq., Id. No. 84439
 Jaime McGuinness, Esq., Id. No. 90134
 Chrisevalante P. Fliakos, Esq., Id. No. 94620
 Joshua I. Goldman, Esq., Id. No. 205047
 Courtenay R. Dunn, Esq., Id. No. 206779
 Andrew C. Bramblett, Esq., Id. No. 208375
 1617 JFK Boulevard, Suite 1400
 One Penn Center Plaza
 Philadelphia, PA 19103
 215-563-7000

ATTORNEY FOR PLAINTIFF



2009-25338-0000
 8/14/2009 2:34:28 PM
 Complaint in Mort Foreclosures
 Receipt# 2009-54-02282
 Mark Levy - Montgomery County Prothonotary

GMAC MORTGAGE, LLC
 1100 VIRGINIA DRIVE
 P.O. BOX 8300
 FORT WASHINGTON, PA 19034

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

KENNETH TAGGART
 521 COWPATH ROAD
 TELFORD, PA 18969-7100

MONTGOMERY COUNTY

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

①
 923750
 YBM

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you, and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Services:
Montgomery Bar Association
100 West Airy Street
P.O. Box 268
Norristown, PA 19404
(610) 279-9660
(800) 560-5291

1. Plaintiff is

GMAC MORTGAGE, LLC
1100 VIRGINIA DRIVE, P.O. BOX 8300
FORT WASHINGTON, PA 19034

2. The name(s) and last known address(es) of the Defendant(s) are:

KENNETH TAGGART
521 COWPATH ROAD
TELFORD PA 18969-7100

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 07/11/2008 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS A NOMINEE FOR LBA FINANCIAL GROUP, LLC. which mortgage is recorded in the Office of the Recorder of MONTGOMERY County, in Mortgage Book No. 12440, Page 01519. The PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.

4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 04/01/2009 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$655,405.27
Interest	\$19,526.10
03/01/2009 through 08/12/2009 (Per Diem \$118.34)	
Attorney's Fees	\$1,300.00
Cumulative Late Charges	\$1,762.16
07/11/2008 to 08/12/2009	
Property Inspections	\$16.88
Cost of Suit and Title Search	\$750.00
Subtotal	\$678,760.41
Escrow	
Credit	\$0.00
Deficit	\$6,916.42
Subtotal	\$6,916.42
TOTAL	\$685,676.83

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is ~~not~~ seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. The action does not come under Act 6 of 1974 because the original mortgage amount exceeds the dollar amount provided in the statute.
10. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an *in rem* Judgment against the Defendant(s) in the sum of \$685,676.83, together with interest from 08/12/2009 at the rate of \$118.34 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: *Jaime M. McGuinness*

☐ Lawrence T. Phelan, Esq., Id. No. 32227
☐ Francis S. Hallinan, Esq., Id. No. 62695
☐ Daniel G. Schmieg, Esq., Id. No. 62205
☐ Michele M. Bradford, Esq., Id. No. 69849
☐ Judith T. Romano, Esq., Id. No. 58745
☐ Sheetal R. Shah-Jani, Esq., Id. No. 81760
☐ Jenine R. Davcy, Esq., Id. No. 87077
☐ Lauren R. Tabas, Esq., Id. No. 93337
☐ Vivek Srivastava, Esq., Id. No. 202331
☐ Jay B. Jones, Esq., Id. No. 86657
☐ Peter J. Mulcahy, Esq., Id. No. 61791
☐ Andrew L. Spivaek, Esq., Id. No. 84439
☒ Jaime McGuinness, Esq., Id. No. 90134
☐ Chrisovalante P. Fliakos, Esq., Id. No. 94620
☐ Joshua I. Goldman, Esq., Id. No. 205047
☐ Courtenay R. Dunn, Esq., Id. No. 206779
☐ Andrew C. Bramblett, Esq., Id. No. 208375

Attorneys for Plaintiff

LEGAL DESCRIPTION

All that certain messuage or tract of land with the improvements thereon erected, situate in the Township of Franconia, County of Montgomery, and Commonwealth of Pennsylvania, bounded and described according to a recent plan and survey dated August 16, 1947 with revisions of October 3, 1951 as prepared by Stanley F. Moyer, Registered Engineer and Land Surveyor, Souderton, PA, as follows, to wit:-

Beginning at a spike in the center line of the Cowpath Road extending from the Harleysville-Telford Pike to Earlington said spike being 474.43 feet North of the center line of Harleysville-Telford Pike, thence along the Cowpath Road North 1 degree 31 minutes East the distance of 281.65 feet to an angle point of the road, thence still along the same North 39 degrees 13 minutes West the distance of 647.02 feet to a corner, thence along Tract #1A on said plan intended to be conveyed to John R. Souder North 79 degrees 11 minutes East the distance of 419.19 feet to a corner in the center line of the creek channel in line of lands of Preston Souder, thence along the same the next three courses and distances (1) South 38 degrees 2 minutes East the distance of 191.88 feet to an iron pin, thence (2) North 72 degrees 47 minutes East the distance of 302.47 feet to an iron pin, thence (3) South 25 degrees 7 minutes East the distance of 647.39 feet to a corner of Telford Borough lands, thence along land now or late of Charles B. Miminger South 29 degrees 52 minutes East the distance of 107.58 feet to a corner, thence along Tract #1B on said plan other lands of grantor of which this was a part, South 64 degrees 47 minutes West the distance of 509.33 feet to an iron pin a corner of lands of Wellington N. Cassel thence along the same North 75 degrees 16 minutes West the distance of 317.47 feet to the place of beginning.

Being Tract #1 on said Plan.

Tax ID / Parcel No. 34-00-01078-004


Being the same premises which Virginia R. Lattig, Trustee and John H. Van Dyke, Jr. Trustee
under Revocable Trust Agreement for Margaret E. Van Dyke dated May 10, 2002, by Deed dated
July 27, 2004 and recorded August 12, 2004 in Montgomery County in Deed Book 5521, Page
2204 conveyed unto Kenneth Taggart, in fee.

PROPERTY BEING; 521 COWPATH ROAD

VERIFICATION

The undersigned attorney hereby states that I am the attorney for the Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

The undersigned understands that this statement is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsifications to authorities.



Attorney for Plaintiff

DATE: 8-12-09

Exhibit 18

[Back to Search](#) > Case #2009-25338

Case Details

Case Number	2009-25338
Commencement Date	8/14/2009
Case Type	Complaint in Mort Foreclosures
PFA Number	
Caption Plaintiff	GMAC MORTGAGE LLC
Caption Defendant	TAGGART, KENNETH
Lis Pendens Indicator	No
Status	2 - OPEN
Judge	TOLLIVER
Remarks	MORT BK# 12440 PG 01519
Sealed	No
Interpreter Needed	

Docket Date Range: **Docket Entries** ▼

Plaintiffs

Name	Address	Country	Counsel	Notify	Sequence
GMAC MORTGAGE LLC	1100 VIRGINIA DRIVE PO BOX 8300 FORT WASHINGTON, PA 19034 UNITED STATES	UNITED STATES	MCGUINNESS, JAIME GUERIN, MARIA T KIELY, BARBARA STANSFIELD, WAYNE C	Yes	1

Defendants

Name	Address	Country	Counsel	Notify	Sequence
TAGGART, KENNETH	45 HERON RD HOLLAND, PA 18966 UNITED STATES	UNITED STATES	BIRCH, ROBERT J	No	1
EAGLE NATIONWIDE MORTGAGE CO	789 EAST LANCASTER AVE STE 201 VILLANOVA, PA 19085 UNITED STATES	UNITED STATES	DIXON, E A JR BONEKEMPER, ANDREW W MENKOWITZ, MICHAEL G	No	2
LBA FINANCIAL LLC	970 LOUCKS RD YORK, PA 17404 UNITED STATES	UNITED STATES		Yes	3
TAGGART, KENNETH J	45 HERON RD HOLLAND, PA 18966 UNITED STATES	UNITED STATES		Yes	4

Garnishees

Other Party Types

Name	Address	Country	Counsel	Notify	Sequence
STEPHAN, JEFFREY	C/O SAUL EWING LLP 1500 MARKET ST, 38TH FLOOR, CENTRE SQUARE WEST PHILADELPHIA, PA 19102 UNITED STATES	UNITED STATES	SCHWAB, GREGORY G	Yes	1

Docket Entries

Seq.	Filing Date	Docket Type	Docket Text	Sealed	Filing ID
0	8/14/2009	Complaint In Mortgage Foreclosure	MORT BK# 12440 PG 01519	No	7551512
1	9/1/2009	(Internal Use Only) Served	KENNETH TAGGART ON 8/24/09 BUCKS CO	No	7570450
2	9/9/2009	(Internal Use Only) Not Found as to	KENNETH TAGGART ON 9/2/09	No	7579948
3	9/8/2009	Praec for Substitution of	VERIFICATION TO COMPLT IN MORTGAGE FORECLOSURE	No	7583376
4	9/8/2009	Affidavit/Certificate of Service of	PLTFS PRAE TO ATTACH VERIFICATION ON 9/4/2009	No	7583378
5	9/11/2009	Answer to Complaint By	DEFT	No	7583558
6	9/14/2009	Counterclaim of	DEFT	No	7585077
7	10/1/2009	Amended Pleading	COUNTERCLAIM BY DEFT	No	7611572

8	10/1/2009	Affidavit/Certificate of Service of	REQUEST TO AMEND COUNTERCLAIM & AMENDED COUNTERCLAIM ON 10/01/2009	No	7611574
9	10/19/2009	Entry of Appearance	OF BRIAN FLEISCHER FOR PLTF	No	7633576
10	10/30/2009	Preliminary Objections of	PLTF	No	7647552
11	10/30/2009	Affidavit/Certificate of Service of	PRELIMINARY OBJECTIONS TO AMENDED COUNTERCLAIM AND NEW MATTER ON 10/29/2009	No	7647553
12	11/18/2009	Amended Pleading	(2ND COUNTER CLAIM) AGNST GMAC MORTGAGE LLC ET AL	No	7667919
13	11/18/2009	Answer to Preliminary Objections by	DEFT KENNETH TAGGART	No	7667932
14	11/25/2009	Praec for Writ to Join Additional Defendant	EAGLE NATIONWIDE MORTGAGE CO [789 EAST LANCASTER AVE, STE 201, VILLANOVA, PA 19085]; LBA FINANCIAL LLC [970 LOUCKS RD, YORK, PA 17404]	No	7676922
15	12/9/2009	Reply	TO DEFTS AMENDED COUNTERCLAIM WITH NEW MATTER BY PLTFs	No	7697520
16	12/9/2009	Affidavit/Certificate of Service of	REPLY ON 12/07/2009	No	7697527
17	12/29/2009	Reply to New Matter	BY DEFT	No	7719363
18	12/31/2009	Petition	FOR EXTENSION OF TIME TO COMPLETE DISCOVERY PA RULE 248	No	7722127
19	12/31/2009	Affidavit/Certificate of Service of	ANSWER TO NEW MATTER ON 12/29/2009	No	7722142
20	12/31/2009	Affidavit/Certificate of Service of	PET FOR EXTENSION OF TIME TO COMPLETE DISCOVERY ON 12/31/2009	No	7722143
21	1/5/2010	Rule	DATE ON 2/2/10 KEHS CA	No	7724153
22	1/8/2010	(Internal Use Only) Not Found as to	CBA FINANCIAL LLC ON 11/25/09 (YORK CO)	No	7728691
23	1/21/2010	Praec to Reinstate		No	7742847
24	2/9/2010	Order	(SUR PET FOR EXTENSION OF TIME TO COMPLETE DISCOVERY) OF 2/7/10 SILOW,J PET IS STRICKEN CC	No	7766739
25	2/19/2010	(Internal Use Only) Served	EAGLE NATIONWIDE MORTGAGE CO ON 1/29/10 DELAWARE CO	No	7776562
26	2/19/2010	Affidavit/Certificate of Service of	FIRST SET OF INTERROGS ON 2/17/2010	No	7782596
27	3/16/2010	Motion	TO FILE PETITION/MOTION FOR SPECIAL PRELIMINARY INJUNCTIVE RELIEF & ALL RELATED DOCS UNDER SEAL BY DEFT	No	7811524
28	3/16/2010	Petition	FOR EMERGENCY PRELIMINARY INJUNCTION OR SPECIAL INJUNCTION BY DEFT	No	7811525
29	3/18/2010	Order for Hearing	OF 3/17/10 KEHS, CA SCHEDULED FOR 3/19/10 CC	No	7815158
30	3/18/2010	Order for Hearing	OF 3/17/10 KEHS, CA SCHEDULED FOR 3/19/10 CC	No	7815184
31	3/19/2010	Affidavit/Certificate of Service of	COPY OF 10 DAY NOTICE ON 3/19/2010	No	7818196
32	3/23/2010	Order	OF 3/22/10 MOORE,J MOT FOR EMERG PREL INJ IS DENIED; CC	No	7820767
33	3/29/2010	Entry of Appearance	OF CHARLES W PROCTOR III FOR DEFT EAGLE NATIONWIDE MORTGAGE CO	No	7830045
34	3/29/2010	Entry of Appearance	OF E A DIXON JR FOR DEFT EAGLE NATIONWIDE MORTGAGE CO	No	7830046
35	3/29/2010	Preliminary Objections of	DEFT	No	7830047
36	3/29/2010	Affidavit/Certificate of Service of	PREL OBJS ON 3/29/2010	No	7830048
37	4/1/2010	Petition	FOR RECONSIDERATION BY DEFT KENNETH TAGGART	No	7835570
38	4/1/2010	Affidavit/Certificate of Service of	RECONSIDERATION OF PETITION ON 4/1/2010	No	7835571
39	4/1/2010	Petition	FOR RECONSIDERATION BY DEFT	No	7835595
40	4/1/2010	Affidavit/Certificate of Service of	NOTICE ON 04/01/2010	No	7835623
41	4/7/2010	Petition	FOR EXTENSION OF TIME TO COMPLETE DISCOVERY-PA RULE 248 BY DEFT	No	7840619
42	4/7/2010	Affidavit/Certificate of Service of	PETITION FOR EXTENSION OF TIME TO COMPLETE DISCOVERY AND NOTICE ON 4/7/2010	No	7840620
43	4/7/2010	Motion	TO COMPEL DISCOVERY BY DEFT	No	7840621
44	4/7/2010	Affidavit/Certificate of Service of	MOTION TO COMPEL DISCOVERY ON 4/7/2010	No	7840622
45	4/7/2010	Affidavit/Certificate of Service of	FIRST SET OF DOCUMENTS DIRECTED TO EAGLE NATIONWIDE MORTGAGE ON 4/7/2010	No	7840623
46	4/7/2010	Affidavit/Certificate of Service of	FIRST SET OF INTERROGS DIRECTED TO EAGLE NATIONWIDE MORTGAGE COMPANY ON 4/7/2010	No	7840689
47	4/9/2010	Rule	DATE ON 5/11/10 KEHS, CA	No	7843593
48	4/9/2010	Rule	DATE ON 5/11/10 KEHS, CA	No	7843650
49	4/12/2010	Order	OF 4/7/10 MOORE,J PET FOR RECONSIDERATION FOR DEFTS MOT TO FILE PET/MOT FOR SPECIAL PREL INJUNCTIVE RELIEVE & ALL RELATED DOCS UNDER SEAL IS HEREBY DENIED; CC	No	7846606
50	4/22/2010		SUPERIOR COURT	No	7861855

		Notice of Appeal and Service of Notice to			
51	4/22/2010	Affidavit/Certificate of Service of	NOTICE OF APPEAL ON 4/22/2010	No	7861856
52	4/23/2010	Notice of Appeal and Service of Notice to	SUPERIOR COURT	No	7863651
53	4/23/2010	Affidavit/Certificate of Service of	NOTICE OF APPEAL ON 4/23/2010	No	7863652
54	4/21/2010	Objection/Opposition	GMAC MORTGAGE LLC	No	7865306
55	4/21/2010	Affidavit/Certificate of Service of	PLTFS OPPOSITION TO DEFTS MOTION FOR RECONSIDERATION ON 4/20/2010	No	7865307
56	4/27/2010	Higher Court Appeal Docket	SUPERIOR COURT OF PA 1104 EDA 2010	No	7868918
57	4/27/2010	Higher Court Appeal Docket	SUPERIOR COURT OF PA 1105 EDA 2010	No	7869389
58	4/28/2010	Amended Pleading	AMENDED COUNTERCLAIM	No	7869943
59	4/28/2010	Affidavit/Certificate of Service of	ANSWER AND AMENDED COMPLAINT ON 4/28/2010	No	7870014
60	4/28/2010	Answer to Preliminary Objections by	KENNETH J TAGGART	No	7870015
61	5/11/2010	Motion	TO COMPEL DISCOVERY BY DEFT	No	7890368
62	5/11/2010	Affidavit/Certificate of Service of	MOTION TO COMPEL DISCOVERY ON 5/11/2010	No	7890414
63	5/11/2010	Objection/Opposition	GMAC MORTGAGE LLC	No	7894055
64	5/17/2010	Rule	DATE ON 6/22/10 KEHS, CA	No	7898443
65	5/20/2010	Order	(SUR PET FOR EXTENSION TO COMPLETE DISCOVERY) OF 5/14/10 NICHOLAS,SJ PET IS STRICKEN CC	No	7904260
66	5/20/2010	Order	(SUR MOT TO COMPEL DISCOVERY) OF 5/14/10 NICHOLAS,J MOT IS STRICKEN CC	No	7904261
67	5/21/2010	Opinion	OF 5/21/10 MOORE J CC	No	7905482
68	5/25/2010	Testimony Taken Before	HON BERNARD A. MOORE ON 3/19/10	No	7909558
69	5/27/2010	Service List/Record Documents	SENT TO SUPERIOR COURT OF PA	No	7914384
70	5/27/2010	Papers forwarded to	SUPERIOR COURT OF PA BY CERTIFIED MAIL #7008 1830 0000 1642 4006	No	7914385
71	6/3/2010	Notice of Removal	TO UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PA	No	7921764
72	6/4/2010	Notice	RETURNED CERTIFIED MAIL RECEIPTS	No	7922473
73	6/7/2010	Returned Copy		No	7925574
74	7/2/2010	Appellate Court Notice	OF 6/30/10 ACTION IS REMANDED TO STATE COURT FROM WHICH IT WAS REMOVED US EASTERN DISTRICT COURT 10-2393	No	7967035
75	7/14/2010	Appellate Court Notice	OF 5/26/10 APPEAL IS QUASHED SUPERIOR COURT OF PA 1104 EDA 2010	No	7985823
76	11/17/2010	Petition	FOR EXTENSION OF TIME TO RESPOND TO DISCOVERY PA RULE 248	No	8149863
77	11/17/2010	Affidavit/Certificate of Service of	PETITION FOR EXTENSION OF TIME TO RESPOND TO DISCOVERY ON 11/17/2010	No	8149909
78	11/18/2010	Rule	ON DATE 1/10/11 KEHS, CA	No	8151195
79	12/6/2010	Motion	OPPOSITION OBJECTION TO SERVE SUBPOENA TO GREENPOINT MORTGAGE INC & REQUEST FOR ORAL ARGUMENT BY KENNETH J TAGGART	No	8172745
80	12/6/2010	Objection/Opposition	KENNETH J TAGGART	No	8172746
81	12/6/2010	Affidavit/Certificate of Service of	MOTION OPPOSITION OBJECTION TO SERVE SUBPOENA TO GREENPOINT MORTGAGE INC & REQUEST FOR ORAL ARGUMENT ON 12/06/2010	No	8172747
82	12/16/2010	Affidavit/Certificate of Service of	RESPONSE TO REQUEST FOR ADMISSION ON 12/15/2010	No	8191379
83	12/17/2010	Motion	TO COMPEL BY PLTF	No	8195123
84	12/17/2010	Memorandum of Law	BY PLTF	No	8195289
85	12/17/2010	Praec for Argument		No	8195290
86	12/17/2010	Affidavit/Certificate of Service of	COVER SHEET, MOTION TO COMPEL , PROPOSED ORDER ON 12/16/2010	No	8195291
87	12/20/2010	Objection/Opposition	GMAC MORTGAGE LLC	No	8196079
88	12/20/2010	Affidavit/Certificate of Service of	OPPOSITION TO DEFTS PETITION FOR EXTENTION OF TIME ON 12/17/2010	No	8196080
89	12/30/2010	Affidavit/Certificate of Service of	PLTFS COVER SHEET OF MOVING PARTY, PLTFS MOTION TO COMPEL AND PROPOSED ORDER ON 12/16/2010	No	8205154
90	12/30/2010	Motion	BY K TAGGART TO COMPEL DISCOVERY	No	8205553
91	12/30/2010	Affidavit/Certificate of Service of	MOT TO COMPEL DISCOVERY ON 12/30/2010	No	8205629
92	1/5/2011	Rule	DATE ON 2/7/11 KEHS, CA	No	8210226

93	1/5/2011	Rule	DATE ON 2/7/11 KEHS, CA	No	8210583
94	1/6/2011	Affidavit/Certification of Service w/Rule Returnable	OF MOTION OPPOSITION TO SERVE SUPOENA TO GREENPOINT & ORAL ARGUMENT ON 01/06/2011	No	8212388
95	1/6/2011	Affidavit/Certification of Service w/Rule Returnable	OF MOTION TO COMPEL DISCOVERY FOR GMAC & ORAL ARGUMENT ON 01/06/2011	No	8212524
96	1/7/2011	Rule	DATE ON 2/14/11 KEHS, CA	No	8213951
97	1/13/2011	Motion	TO COMPEL BY PLTF	No	8228734
98	1/13/2011	Memorandum of Law	BY PLTF	No	8228735
99	1/13/2011	Affidavit/Certificate of Service of	COVER SHEET OF MOVING PARTY, MOTION TO COMPEL, AND PROPOSED ORDER ON 1/12/2011	No	8228736
100	1/13/2011	Praec for Argument	BY PLTF	No	8228737
101	1/28/2011	Rule	DATE ON 3/7/2011 KEHS, CA	No	8241894
102	E 2/3/2011	Brief	BY PLAINTIFF GMAC MORTGAGE, LLC	No	8249118
103	E 2/3/2011	Affidavit/Certificate of Service of	BRIEF IN OPPOSITION TO DEFENDANT'S MOTION TO COMPEL ON 02/03/2011	No	8249143
104	E 2/3/2011	Brief	BY PLAINTIFF GMAC MORTGAGE, LLC	No	8249226
105	E 2/3/2011	Affidavit/Certificate of Service of	PLAINTIFF'S BRIEF IN OPPOSITION TO DEFENDANT'S MOTION/OPPOSITION TO SERVE SUBPOENA ON 02/03/2011	No	8250085
106	2/16/2011	Motion	TO COMPEL DISCOVERY BY KENNETH TAGGART	No	8267810
107	2/16/2011	Affidavit/Certificate of Service of	MOTION TO COMPEL ON 2/16/2011	No	8267811
108	2/16/2011	Affidavit/Certificate of Service of	COVER SHEET FOR MOTION TO COMPEL DISCOVERY WITH RULE RETURNABLE DATE ON 02/16/2011	No	8267854
109	2/17/2011	Rule	DATE ON 3/28/11 KEHS, CA	No	8269535
110	2/25/2011	Order	(SUR PLAINTIFF MOTION TO COMPEL AND PROPOSED FORM OF ORDER) OF 2/22/11 MOORE, J MOTION/PETITION STRICKEN WITHOUT PREJUDICE CC	No	8279668
111	E 2/28/2011	Affidavit/Certificate of Service of	ORDER STRIKING MOTION TO COMPEL WITHOUT PREJUDICE ON 02/28/2011	No	8282055
112	E 2/28/2011	Motion	BY GMAC MORTGAGE LLC MOTION TO COMPEL AND DEEM PLAINTIFF'S FIRST SET OF REQUEST FOR ADMISSIONS AS ADMITTED	No	8282511
113	E 2/28/2011	Entry of Appearance	OF ALLISON L. DOMOWITCH, ESQUIRE FOR GMAC MORTGAGE, LLC	No	8282852
114	3/3/2011	Rule	DATE ON 4/11/2011 KEHS CA	No	8287417
115	E 3/3/2011	Affidavit/Certificate of Service of	MOTION TO COMPEL AND RULE RETURN DATE ON 03/03/2011	No	8287434
116	3/15/2011	Order	(SUR MOT TO COMPEL DEFTS RESPONSES TO PLTF SECOND SET OF INTERROGS & DOCS REQUESTS & TO DEEM PLTF'S FIRST SET OF REQUESTS FOR ADMISSIONS AS ADMITTED BY DEFT & PROPOSED FORM OF ORDER) OF 3/11/11 SILOW,J CC	No	8303022
117	E 3/16/2011	Affidavit/Certificate of Service of	ORDER STRIKING MOTION TO COMPEL WITHOUT PREJUDICE ON 03/15/2011	No	8306940
118	E 3/17/2011	Motion	BY GMAC MORTGAGE LLC MOTION TO COMPEL DEFENDANT'S RESPONSES TO PLAINTIFF'S SECOND SET OF INTERROGATORIES AND DOCUMENT REQUESTS AND TO DEEM PLAINTIFF'S FIRST SET OF REQUEST FOR ADMISSIONS AS ADMITTED BY DEFENDANT	No	8307753
119	3/22/2011	Rule	KEHS CA ON 5/2/2011	No	8312741
120	E 3/22/2011	Affidavit/Certificate of Service of	MOTION TO COMPEL DISCOVERY RESPONSES AND DEEM REQUESTS FOR ADMISSION AS ADMITTED WITH RULE RETURN DATE ON 03/22/2011	No	8313727
121	3/23/2011	Praec for Argument		No	8317274
122	3/23/2011	Motion	FOR EXTENSION OF TIME TO FILE PRELIMINARY OBJECTIONS BY DEFT	No	8317275
123	3/23/2011	Motion	FOR EXTENSION OF TIME TO ANSWER/RESPOND BY DEFT	No	8317276
124	3/23/2011	Praec for Argument		No	8317277
125	3/23/2011	Affidavit/Certificate of Service of	MOTION FOR EXTENSION OF TIME TO FILE PRELIMINARY OBJECTIONS AND MOTION FOR EXTENSION OF TIME TO ANSWER/RESPOND ON 3/23/2011	No	8317278
126	3/31/2011	Order	OF 3/30/11 TILSON, J DEFENDANT OBJECTIONS TO SERVICE OF SUBPOENA ON GREENPOINT MORTGAGE INC OVERRULED CC	No	8329058
127	3/31/2011	Order	OF 3/30/11 TILSON, J CC	No	8329084
128	4/1/2011	Order	OF 4/1/11 DRAYER, S J MOTION TO COMPEL DISCOVERY GRANTED CC	No	8331617
129	4/4/2011	Rule	KEHS CA ON 5/9/2011	No	8333784
130	4/4/2011	Rule	KEHS CA ON 5/9/2011	No	8333785
131	4/4/2011	Affidavit/Certificate of Service of	DEFT'S RESPONSE TO THE MOTION TO COMPEL DISCOVERY ON 03/31/2011	No	8334835
132	4/6/2011	Motion	DEFT KENNETH TAGGART FOR EXT OF TIME TO FILE PREL OBJS	No	8337534
133	4/6/2011	Motion	BY DEFT KENNETH TAGGART FOR EXT OF TIME TO FILE ANS TO MOT TO COMPEL	No	8337535
134	4/14/2011	Returned Copy		No	8348447
135	E 4/18/2011	Affidavit/Certificate of Service of	APRIL 15, 2011 ORDER STRIKING PLAINTIFF'S MOTION TO COMPEL ON 04/18/2011	No	8353088

136	4/19/2011	Rule	KEHS CA ON 5/23/2011	No	8354206
137	4/19/2011	Rule	KEHS CA ON 5/23/2011	No	8354207
138	4/19/2011	Order	(SUR MOTION TO COMPEL DEFTS DISCOVERY RESPONSES AND TO DEEM REQUESTS FOR ADMISSIONS AS ADMITTED) OF 4/15/11 NICHOLAS, SJ MOTION IS STRICKEN WITHOUT PREJUDICE; CC	No	8354229
139	4/20/2011	Affidavit/Certification of Service w/Rule Returnable	OF MOTION FOR EXTENSION OF TIME TO FILE PRELIMINARY OBJECTIONS ON 04/20/2011	No	8356377
140	4/20/2011	Affidavit/Certification of Service w/Rule Returnable	OF MOTION FOR EXTENSION OF TIME TO ANSWER/RESPONSES AND DEEM REQUEST FOR ADMISSIONS AS ADMITTED ON 04/20/2011	No	8356378
141	4/27/2011	Notice of Appeal and Service of Notice to	SUPERIOR COURT OF PENNSYLVANIA	No	8363578
142	4/27/2011	Affidavit/Certificate of Service of	NOTICE OF APPEAL ON 04/27/2011	No	8363659
143	4/27/2011	Motion	FOR STAY OF ORDER FROM THE ORDER DATED 03/30/2011 PENDING APPEAL THAT WAS FILED 04/27/2011 NOTICE OF INTERLOCUTORY APPEAL FROM ORDER DATED 03/30/2011 GRANTING DISCOVERY REQUESTING DOCS FROM GREENPOINT MORTGAGE SERVICES BY KENNETH J TAGGART	No	8363684
144	4/27/2011	Praec to Change Address	OF DEFT KENNETH TAGGART	No	8363685
145	4/28/2011	Returned Copy		No	8364710
146	4/28/2011	Returned Copy		No	8364711
147	4/28/2011	Returned Copy		No	8364712
148	4/29/2011	Preliminary Objections of	(DEFT KENNETH J TAGGART) TO GMAC MORTGAGE'S MOTION TO COMPEL DEFTS DISCOVERY RESPONSES & DEEM REQUESTS FOR ADMISSIONS AS ADMITTED	No	8367305
149	4/29/2011	Affidavit/Certificate of Service of	PRELIMINARY OBJECTIONS TO GMAC MORTGAGE'S MOTION TO COMPEL DEFTS DISCOVERY RESPONSES & DEEM REQUESTS FOR ADMISSIONS AS ADMITTED ON 04/29/2011	No	8367306
150	5/2/2011	Miscellaneous	REQUEST A CONTINUANCE TO THE 05/02/2011 TIMEFRAME TO RESPOND TO GMAC MORTGAGE'S MOTION TO COMPEL AND MOTION TO DEEM REQUESTS FOR ADMISSIONS BY DEFT KENNETH J TAGGART	No	8368923
151	5/3/2011	Affidavit/Certificate of Service of	DEFTS REQUEST FOR A CONTINUANCE TO THE MAY 2 ,2011 TIME FRAME TO RESPONSE TO GMAC MOTION TO COMPEL ON 05/02/2011	No	8370678
152	5/9/2011	Appellate Court Notice	OF 4/15/11 PETITION FOR ALLOWANCE OF APPEAL TREATED AS A PETITION FOR REVIEW IS DENIED SUPREME COURT OF PA 221 MM 2010	No	8377697
153	5/9/2011	Higher Court Appeal Docket	SUPERIOR COURT OF PA 1144 EDA 2011	No	8377698
154	5/10/2011	Received Record &	JUDGMENT ORDER FILED 10/6/10 APPEAL QUASHED SUPERIOR COURT OF PA 1105 EDA 2010	No	8384219
155	5/13/2011	Appellate Court Notice	OF 4/15/11 PETITION FOR LEAVE TO FILE PETITION FOR ALLOWANCE OF APPEAL NUNC PRO TUNC TREATED AS A PETITION FOR LEAVE TO FILE A PETITION FOR REVIEW NUNC PRO TUNC IS DENIED SUPREME COURT OF PA 222 MM 2010	No	8386038
156	5/18/2011	Order	OF 5/17/11 RE: PA RULE OF APPELLATE PROCEDURE 1925(B) TILSON, J COPIES SENT 5/17/11	No	8392955
157	5/18/2011	Notice 236 Judgment Required Document Mailed		No	8392956
158	6/7/2011	Statement	(CONCISE) OF MATTERS BY KENNETH J TAGGART	No	8419695
159	6/7/2011	Affidavit/Certificate of Service of	CONCISE STATEMENT OF MATTERS OF APPEAL AND ORDER ON 6/7/2011	No	8419696
160	E 9/7/2011	Praec for Argument	MATTER IS INTERLOCUTORY - PRAECIPE	No	8537956
161	9/9/2011	Praec for Argument		No	8541765
162	E 9/9/2011	Miscellaneous	CERTIFICATION OF SERVICE	No	8542380
163	9/29/2011	Motion	BY DEFT FOR EXTENSION OF TIME TO ANSWER/RESPOND TO PRAECIPE FOR ARGUMENT ON MOTION TO COMPEL DEFT DISCOVERY RESPONSES AND DEEM REQUESTS FOR ADMISSIONS AS ADMITTED FILED ON 09/07/2011 AND CERTIFICATE OF SERVICE FILED 09/09/2011	No	8567865
164	9/29/2011	Affidavit/Certificate of Service of	MOTION FOR EXTENSION OF TIME TO ANSWER/RESPOND FOR ARGUMENT ON MOTION TO COMPEL DEFTS DISCOVERY RESPONSES AND TO DEEM REQUESTS FOR ADMISSIONS AS ADMITTED FILED ON 09/07/2011 AND CERTIFICATE OF SERVICE FILED 09/09/2011 ON 09/29/2011 TO BRIAN FLEICHSE, CHARLES PROCTOR, LBA FINANCIAL LLC	No	8567866
165	E 10/11/2011	Objection/Opposition	BY GMAC MORTGAGE LLC TO DEFENDANT'S MOTION FOR EXTENSION OF TIME TO ANSWER/RESPOND TO PLAINTIFF'S MOTION TO COMPEL DISCOVERY RESPONSES AND REQUEST FOR ADMISSIONS	No	8581225
166	E 10/11/2011	Miscellaneous	CERTIFICATION OF SERVICE	No	8581248
167	E 11/28/2011	Entry of Appearance	OF MICHAEL G. MENKOWITZ, ESQ. FOR EAGLE NATIONWIDE MORTGAGE CO	No	8643616
168	E 11/28/2011	Entry of Appearance	OF ANDREW W. BONEKEMPER, ESQ. FOR EAGLE NATIONWIDE MORTGAGE CO	No	8643632
169	E 11/28/2011	Withdrawal of Appearance of	CHARLES W. PROCTOR, III, ESQ. FOR EAGLE NATIONWIDE MORTGAGE CO.	No	8643644
170	12/13/2011	Appellate Court Notice		No	8664263
171	12/20/2011	Order	OF 12/19/11 TILSON, J ARGUMENT SCHEDULED FOR 1/31/11 CC	No	8673583

172		1/4/2012	Order	OF 1/4/12 TILSON, J ARGUMENT SCHEDULED FOR 1/31/12 CC	No	8687720
173	E	1/4/2012	Memorandum of Law	BY PLAINTIFF	No	8687820
174	E	1/4/2012	Petition	BY GMAC MORTGAGE LLC FOR PETITION TO APPOINT RECEIVER	No	8688286
175	E	1/4/2012	Affidavit/Certificate of Service of	ARGUMENT PRAECIPE ON 01/04/2012 TO DEFENDANT	No	8688309
176	E	1/4/2012	Affidavit/Certificate of Service of	PETITION ON 01/04/2012 TO DEFENDANT	No	8688303
177	E	1/5/2012	Praec for Argument	MATTER IS INTERLOCUTORY - MOTION TO APPOINT RECEIVER	No	8688927
178		1/23/2012	Motion	FOR EXTENSION OF TIME TO ANSWER/RESPOND TO "MOTION TO APPOINT RECEIVER" FILED BY GMAC MORTGAGE INC DATED 1/4/12 & 1/5/12 BY KENNETH J TAGGART	No	8709652
179	E	1/26/2012	Motion	BY GMAC MORTGAGE LLC TO COMPEL	No	8716936
180		1/30/2012	Rule	DATE ON MARCH 5, 2012 KEHS CA	No	8720511
181	E	1/30/2012	Affidavit/Certificate of Service of	PLAINTIFF'S MOTION TO COMPEL RESPONSES TO SUBPOENA FROM GREENPOINT MORTGAGE ON 01/30/2012 TO GREENPOINT MORTGAGE, PLAINTIFF, AND THIRD PARTY DEFENDANTS	No	8721209
182		1/31/2012	Motion	TO STRIKE PRAECIPE FOR ARGUMENT BY GMAC MORTGAGE	No	8722655
183		1/31/2012	Praec to Withdraw	PRELIMINARY OBJECTIONS FILED BY KENNETH TAGGART DATED 04/29/2011 TO GMACS MOTION TO COMPEL DISCOVERY RESPONSES & REQUEST TO DEEM REQUESTS FOR ADMISSIONS AS ADMITTED	No	8722656
184		2/3/2012	Affidavit/Certificate of Service of	PRAECIPE TO WITHDRAW PRELIMINARY OBJECTIONS & ON 01/31/2012 TO BRIAN FLEISHER, CHRISTIAN MOFFITT, ANDREW BONEKEMPER, LBA FINANCIAL LLC	No	8729172
185		2/9/2012	Order	OF 2/7/12 TILSON, J MOTION TO COMPEL DISCOVERY GRANTED CC	No	8737830
186		2/10/2012	Rule	DATE ON 3/19/12 KEHS, CA	No	8739782
187		2/16/2012	Order	OF 2/15/12 TILSON, J RULE 212 CONFERENCE SCHEDULED FOR 3/14/12 CC	No	8746303
188	E	2/17/2012	Affidavit/Certificate of Service of	PLAINTIFF'S RESPONSE TO DEFENDANT'S RULE TO SHOW CAUSE WHY THE MOVING PARTY IS NOT ENTITLED TO STRIKE PRAECIPE FOR ARGUMENT OF SEPTEMBER 7, 2011 ON 02/17/2012 TO KENNETH J. TAGGART, EAGLE NATIONWIDE, GREENPOINT MORTGAGE	No	8748478
189	E	2/17/2012	Motion	BY GMAC MORTGAGE LLC MOTION TO COMPEL	No	8748516
190	E	2/17/2012	Objection/Opposition	BY GMAC MORTGAGE LLC TO DEFENDANT'S RULE TO SHOW CAUSE WHY THE MOVING PARTY IS NOT ENTITLED TO STRIKE PRAECIPE FOR ARGUMENT OF SEPTEMBER 7, 2011	No	8748451
191	E	2/17/2012	Memorandum of Law	BY GMAC MORTGAGE, LLC	No	8748528
192	E	2/17/2012	Affidavit/Certificate of Service of	MOTION TO COMPEL ON 02/17/2012 TO KENNETH J. TAGGART, EAGLE NATIONWIDE, GREENPOINT MORTGAGE	No	8748530
193	E	2/17/2012	Entry of Appearance	OF AHMED M. SOLIMAN FOR PLAINTIFF	No	8748602
194		2/17/2012	Preliminary Objections of	DEFT	No	8748677
195		2/17/2012	Memorandum of Law	BY KENNETH TAGGART	No	8748678
196		2/17/2012	Affidavit/Certificate of Service of	PRELIMINARY OBJECTIONS AND SUPPORTING BRIEF COVER SHEET CERTIFICATE OF SERVICE ON 2/17/2012 TO SEE DOC	No	8748789
197		2/21/2012	Order	OF 2/17/12 TILSON, J MOTION FOR AN EXTENSION OF TIME TO ANSWER PLAINTIFF MOTION TO APPOINT RECEIVER DENIED CC	No	8750838
198	E	2/22/2012	Answer/Response	BY GREENPOINT MORTGAGE TO RESPONSE TO PLAINTIFF GMAC MORTGAGE LLC'S MOTION TO COMPEL GREENPOINT MORTGAGE'S RESPONSE TO PLAINTIFF'S SUBPOENA FOR PRODUCTION OF DOCUMENTS	No	8753220
199	E	2/22/2012	Affidavit/Certificate of Service of	RESPONSE TO PLAINTIFF GMAC MORTGAGE LLC'S MOTION TO COMPEL GREENPOINT MORTGAGE'S RESPONSE TO PLAINTIFF'S SUBPOENA FOR PRODUCTION OF DOCUMENTS ON 02/22/2012 TO KENNETH J. TAGGART, ANDREW W. BONEKEMPER, LBA FINANCIAL GROUP, ALLISON L. DOMOWITCH	No	8753225
200	E	2/24/2012	Praec to Withdraw	MOTION TO COMPEL GREENPOINT MORTGAGE'S WRITTEN RESPONSES TO THE SUBPOENA FOR PRODUCTION OF DOCUMENTS	No	8757705
201	E	3/1/2012	Affidavit/Certificate of Service of	ANSWER TO THIRD AMENDED COUNTERCLAIM ON 03/01/2012 TO KENNETH J. TAGGART	No	8765531
202	E	3/5/2012	Answer/Response	BY PLAINTIFF GMAC MORTGAGE TO ANSWER TO THIRD AMENDED COUNTERCLAIM	No	8767287
203		3/6/2012	Notice of Scheduling		No	8769095
204	E	3/7/2012	Reply	BY GMAC MORTGAGE LLC TO DEFENDANT'S PRELIMINARY OBJECTIONS	No	8772849
205	E	3/7/2012	Affidavit/Certificate of Service of	RESPONSE TO PO'S ON 03/08/2012 TO KENNETH J. TAGGART	No	8772852
206		3/13/2012	Motion	FOR FRAUD UPON THE COURT BY DEFT	No	8779897
207		3/13/2012	Motion	FOR INDEPENDENT REVIEW OF CASE BY DEFT	No	8779898
208		3/13/2012	Answer/Response	BY DEFT TO 3RD AMENDED COMPLAINT	No	8780009
209	E	3/13/2012	Answer & New Matter by	EAGLE NATIONWIDE MORTGAGE CO	No	8779967
210	E	3/13/2012	Affidavit/Certificate of Service of	ANSWER & NEW MATTER TO 3RD AMENDED COUNTERCLAIM ON 03/13/2012 TO PLAINTIFF & DEFENDANT TAGGART	No	8779981
211		3/13/2012	Notice of Appeal and Service of Notice to	SUPERIOR COURT FROM THE ORDER OF 2/17/2012	No	8780010

212	3/13/2012	Motion	FOR STAY OF ORDER BY DEFT	No	8780011
213	3/14/2012	Notice of Hearing Returned		No	8781257
214	3/15/2012	Notice of Hearing Returned		No	8782342
215	E 3/15/2012	Motion	BY GMAC MORTGAGE LLC MOTION TO COMPEL	No	8783279
216	3/26/2012	Motion	BY DEFT TO STRIKE ANSWER TO 3RD AMENDED COUNTERCLAIM FILED ON 03/12/2012 FILED BY EAGLE NATIONWIDE MORTGAGE COMPANY ON 03/12/2012 AND RESPONSE TO EAGLE NATIONWIDE MORTGAGE COMPANYS ANSWER TO 3RD AMENDED COMPLAINT	No	8795427
217	3/26/2012	Affidavit/Certificate of Service of	MOTION TO STRIKE ANSWER TO 3RD AMENDED COUNTERCLAIM FILED ON 03/12/2012 FILED BY EAGLE NATIONWIDE MORTGAGE COMPANY ON 03/12/2012 AND RESPONSE TO EAGLE NATIONWIDE MORTGAGE COMPANY ON 03/12/2012 ON 03/26/2012 TO BRIAN FLEISHER, CHRISTIAN MOFFITT, LBA FINANCIAL LLC	No	8795428
218	3/26/2012	Motion	BY DEFT TO STRIKE ANSWER TO 3RD AMENDED COUNTERCLAIM FILED ON 03/01/2012 FILED BY GMAC LLC ON 03/01/2012	No	8795519
219	3/29/2012	Order	OF 3/26/12 TILSON, J DISCOVERY I TO BE COMPLETED WITHIN 90 DAYS CC	No	8800201
220	4/2/2012	Higher Court Appeal Docket	859 EDA 2012	No	8805177
221	4/2/2012	Memorandum of Law	KENNETH J TAGGART	No	8805453
222	4/2/2012	Petition	FOR EMERGENCY HEARING AND RELIEF BY DEFT	No	8805544
223	4/2/2012	Petition	FOR EMERGENCY HEARING AND RELIEF BY DEFT	No	8805545
224	E 4/2/2012	Answer/Response	BY PLAINTIFF GMAC MORTGAGE, LLC TO DEFENDANT'S MOTION TO STRIKE PLAINTIFF'S ANSWER TO THIRD AMENDED COUNTERCLAIM	No	8805379
225	E 4/5/2012	Entry of Appearance	OF DIANE A. BETTINO, MARIA T. GUERIN FOR GMAC MORTGAGE, LLC	No	8809444
226	E 4/5/2012	Affidavit/Certificate of Service of	ENTRY OF APPEARANCE ON 4/4/2012 TO KENNETH TAGGART, BRIAN M. FLEISCHER, ESQ., AHMED M. SOLIMAN, ESQ., NICOLA G. SUGLIA, ESQ.	No	8809470
227	4/5/2012	Amended Pleading	BY KENNETH J. TAGGART PETITION FOR EMERGENCY HEARING AND RELIEF	No	8810963
228	4/5/2012	Affidavit/Certificate of Service of	AMENDED PETITION FOR EMERGENCY HEARING AND RELIEF ON 4/5/12 SEE DOC	No	8810994
229	4/5/2012	Affidavit/Certificate of Service of	SEE DOC... ON 04/02/2012 TO SEE DOC...	No	8810995
230	E 4/5/2012	Answer/Response	BY THIRD PARTY DEFENDANT, EAGLE NATIONWIDE MORTGAGE COMPANY TO DEFENDANT, KENNETH J. TAGGART'S MOTION TO STRIKE	No	8811294
231	E 4/5/2012	Affidavit/Certificate of Service of	RESPONSE TO MOTION TO STRIKE ON 04/05/2012 TO PLAINTIFF AND DEFENDANTS	No	8811296
232	E 4/9/2012	Withdrawal of Appearance of	BRIAN M. FLEISCHER, ESQ., ALLISON L. DOMOWITCH, ESQ., AND AHMED M. SOLIMAN, ESQ. FOR GMAC MORTGAGE, LLC	No	8811857
233	4/9/2012	Opinion	OF 4/9/2012 TILSON J	No	8811830
234	4/9/2012	Order	OF 4/5/12 TILSON, J MOTION IS DENIED CC	No	8812871
235	4/9/2012	Order	OF 4/5/12 TILSON, J MOTION ASSERTING FRAUD DENIED CC	No	8812872
236	4/11/2012	Brief	BY DEFT	No	8815627
237	4/11/2012	Petition	(EMERGENCY) FOR HEARING INJUNCTING RELIEF AND MOTION FOR STAY BY DEFT	No	8815628
238	4/11/2012	Hearing/Court Reporter	ANTHONY DIPRINZIO ON 04/11/2012	No	8816613
239	E 4/16/2012	Praec for Argument	MATTER IS APPEALABLE - MOTION TO STRIKE ANSWER TO DEFENDANT'S THIRD AMENDED COUNTERCLAIM	No	8823221
240	E 4/17/2012	Affidavit/Certificate of Service of	ARGUMENT PRAECIPE ON 04/17/2012 TO BRIAN FLEISCHER, ESQ. AND KENNETH J. TAGGART	No	8823743
241	E 4/23/2012	Affidavit/Certificate of Service of	PLAINTIFF'S OPPOSITION TO DEFENDANT'S PETITION FOR EMERGENCY RELIEF ON 04/23/2012 TO DEFENDANT, KENNETH TAGGART; CHRISTIAN MOFFIT, COUNSEL FOR EAGLE NATIONWIDE	No	8833147
242	E 4/24/2012	Answer/Response	BY GMAC MORTGAGE LLC TO DEFENDANT'S PETITION FOR EMERGENCY HEARING	No	8834499
243	E 4/24/2012	Affidavit/Certificate of Service of	ANSWER IN OPPOSITION TO DEFENDANT'S PETITION FOR EMERGENCY HEARING ON 04/24/2012 TO KENNETH TAGGART, W. CHRISTIAN MOFFITT, ESQ.	No	8834622
244	E 4/26/2012	Motion	BY EAGLE NATIONWIDE MORTGAGE CO MOTION FOR PROTECTIVE ORDER	No	8837313
245	4/26/2012	Service List/Record Documents		No	8837654
246	4/26/2012	Papers forwarded to	SUPERIOR COURT OF PA BY CERT MAIL 7010 3090 0001 6195 2644	No	8837655
247	4/27/2012	Notice of Appeal and Service of Notice to	SUPERIOR COURT FROM THE ORDER OF 4/5/2012	No	8839862
248	4/27/2012	Affidavit/Certificate of Service of	NOTICE OF INTERLOCUTORY APPEAL FROM ORDER DATED 4/5/2012 ON 4/27/2012 TO COUNCIL FOR GMAC MORTGAGE, REED SMITH LLP, MARIA GUERIN, COUNCIL FOR EAGLE NATIONWIDE MORT CO, CHRISTIAN MOFFIT, JUDGE TILSON, LBA FINANCIAL LLC	No	8839863
249	4/27/2012	Certificate Pre Requisite Rule 4009.22		No	8840035
250	4/27/2012	Certificate Pre Requisite Rule 4009.22		No	8840036
251	4/27/2012	Certificate Pre Requisite Rule 4009.22		No	8840037

252	4/27/2012	Certificate Pre Requisite Rule 4009.22		No	8840038
253	4/27/2012	Certificate Pre Requisite Rule 4009.22		No	8840074
254	5/1/2012	Certificate Pre Requisite Rule 4009.22		No	8843723
255	5/1/2012	Certificate Pre Requisite Rule 4009.22		No	8843889
256	5/1/2012	Affidavit/Certificate of Service of	NOTICE OF INTENT TO SERVE SUBPOENA ON 05/01/2012 TO MARIA GUERIN, CHRISTIAN MOFFITT, LBA FINANCIAL	No	8843890
257	5/3/2012	Returned Copy		No	8847897
258	5/10/2012	Certificate Pre Requisite Rule 4009.22	LISA ANN ROACH	No	8858430
259	5/10/2012	Certificate Pre Requisite Rule 4009.22	BALBOA INS. SERVICES & BALBOA INS. GROUP	No	8858431
260	5/10/2012	Affidavit/Certificate of Service of	FOREGOING NOTICE ON 04/27/2012 TO COUNCIL FOR PLAINTIFF/GMAC MORTGAGE, REED SMITHLLP, MARIA GUERIN; CHRISTIAN MOFFITT; LBA FINANCIAL, LLC	No	8858432
261	5/11/2012	Brief	BY DEFT	No	8860516
262	5/11/2012	Petition	(EMERGENCY) BY DEFT FOR RELIEF	No	8860517
263	5/11/2012	Affidavit/Certificate of Service of	MOTION FOR COURT, BRIEF IN OPPOSITION ON 05/11/2012 TO BRIAN FLEISHER, FOX ROTHCHILD, LBA FINANCIAL	No	8860518
264	5/14/2012	Returned Copy		No	8860901
265	5/14/2012	Higher Court Appeal Docket	1305 EDA 2012	No	8861002
266	E 5/17/2012	Objection/Opposition	BY EAGLE NATIONWIDE MORTGAGE CO TO SUBPOENAS OF KENNETH J TAGGART	No	8869809
267	E 5/18/2012	Affidavit/Certificate of Service of	OBJECTIONS TO SUBPOENA ON 05/18/2012 TO JAMIE MCGUINNESS, ESQUIRE AND KENNETH TAGGART	No	8870175
268	E 5/18/2012	Objection/Opposition	BY GMAC MORTGAGE LLC TO DEFENDANT'S NOTICES OF INTENT TO SERVE SUBPOENAS	No	8871586
269	E 5/18/2012	Affidavit/Certificate of Service of	PLAINTIFF'S OBJECTIONS TO DEFENDANT'S NOTICES OF INTENT TO SERVE SUBPOENAS ON 05/18/2012 TO DEFENDANT KENNETH TAGGART; W. CHRISTIAN MOFFIT	No	8871590
270	5/23/2012	Order	OF 5/22/12 MOORE, J ALL DISCOVERY DIRECTED AT EAGLE NATIONWIDE MORTGAGE CO STAYED PENDING DISPOSITION OF PENDING MOTION FOR PROTECTIVE ORDER CC	No	8877073
271	E 5/25/2012	Affidavit/Certificate of Service of	MAY 24, 2012 ORDER AND MOTION FOR PROTECTIVE ORDER ON 05/25/2012 TO PLAINTIFF AND DEFENDANT	No	8880885
272	5/29/2012	Order for Hearing	OF 5/24/12 KEHS, CA SCHEDULED FOR 6/12/12 CC	No	8883348
273	6/1/2012	Order	OF 5/31/12 MOORE, J DEFENDANTS MOTION ASSERTING FRAUD DENIED CC	No	8889363
274	6/4/2012	Order	OF 5/31/12 MOORE, J RECEIVER WILL BE APPOINTED CC	No	8889502
275	6/4/2012	Notice of Appeal and Service of Notice to	SUPERIOR COURT FROM THE ORDER OF 05/31/2012	No	8890065
276	6/4/2012	Affidavit/Certificate of Service of	NOTICE OF INTERLOCUTORY APPEAL FROM ORDER DATED MAY 31, 2012 ON 06/04/2012 TO MARIA GUERIN; CHRISTIAN MOFFITT; H BERNARD MOORE; LBA FINANCIAL LLC	No	8890066
277	6/4/2012	Motion	FOR STAY BY DEFENDANT	No	8890067
278	6/4/2012	Affidavit/Certificate of Service of	MOTION TO STAY PURSUANT BANKRUPTCY COURT ON 06/04/2012 TO MARIA GUERIN; CHRISTIAN MOFFITT; LBA FINANCIAL, LLC	No	8890068
279	6/5/2012	Returned Copy		No	8891880
280	E 6/6/2012	Notice	NOTICE OF BANKRUPTCY AND AUTOMATIC STAY AND INTERIM ORDER GRANTING LIMITED RELIEF TO BORROWERS IN FORECLOSURE PROCEEDINGS	No	8894614
281	E 6/6/2012	Affidavit/Certificate of Service of	NOTICE OF BANKRUPTCY, AUTOMATIC STAY AND INTERIM ORDER GRANTING LIMITED RELIEF ON 06/06/2012 TO PLAINTIFF KENNETH TAGGART, W. CHRISTIAN MOFFIT, LBA FINANCIAL	No	8894713
282	6/11/2012	Amended Pleading	MOTION FOR STAY PURSUANT TO BANKRUPTCY OF GMAC MORTGAGE LLC BY DEFT KENNETH J TAGGART	No	8900171
283	6/11/2012	Notice	TO ALL PARTIES TO REGARDING CIVIL RIGHTS COMPLAINT FILED IN FEDERAL COURT BY DEFT KENNETH J TAGGART	No	8900172
284	6/13/2012	Hearing/Court Reporter	JENNIFER GILLESPIE ON 6/12/2012	No	8902360
285	6/13/2012	Order	OF 6/12/12 MOORE, J EAGLE NATIONWIDE MORTGAGE COMPANY MOTION FOR PROTECTIVE ORDER GRANTED	No	8902824
286	6/18/2012	Order	OF 6/15/12 MOORE, J DEFENDANT MOTION FOR STAY DENIED CC	No	8907441
287	6/22/2012	Motion	TO EXTEND DISCOVERY SCHEDULING ORDER BY DEFT	No	8914254
288	6/22/2012	Affidavit/Certificate of Service of	FOREGOING ON 6/22/2012 TO MARIA GUERIN AND CHRISTIAN MOFFITT & ANDREW BONEHEMPER, LBA FINANCIAL LLC	No	8914255
289	6/22/2012	Motion	TO COMPEL DISCOVERY BY GMAC & TO COMPLY WITH DEPOSITION ORDER BY DEFT	No	8914256
290	7/2/2012	Appellate Court Notice	OF SUPERIOR COURT 859 EDA 2012 APRIL 30 2012 APPEAL IS QUASHED	No	8925869
291	E 7/12/2012	Brief	BY PLAINTIFF GMAC MORTGAGE, LLC	No	8941225
292	E 7/12/2012			No	8941226

		Affidavit/Certificate of Service of	RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION TO COMPEL DISCOVERY AND MOTION TO EXTEND DISCOVERY SCHEDULING DEADLINE ON 07/12/2012 TO DEFENDANTS KENNETH TAGGART AND EAGLE NATIONWIDE MORTGAGE COMPANY		
293	E	7/12/2012	Affidavit/Certificate of Service of	BRIEF IN SUPPORT OF RESPONSE IN OPPOSITION TO MOTION TO COMPEL DISCOVERY AND MOTION TO EXTEND DISCOVERY SCHEDULING DEADLINE ON 07/12/2012 TO DEFENDANTS KENNETH TAGGART AND EAGLE NATIONWIDE MORTGAGE COMPANY	No 8941227
294	E	7/13/2012	Answer/Response	BY PLAINTIFF TO MOTION TO COMPEL DISCOVERY AND MOTION TO EXTEND DISCOVERY SCHEDULING DEADLINE	No 8941441
295		7/18/2012	Order	(GRANTING EXTENSION OF PENDING DEADLINES DUE TO OUTSTANDING BANKRUPTCY MATTER) OF 7/17/12 TILSON, J MOTION GRANTED	No 8947806
296	E	7/27/2012	Testimony Taken Before	MOORE ON 04/11/2012	No 8961663
297		7/30/2012	Opinion	OF 7/27/12 MOORE,J	No 8963685
298		7/26/2012	Higher Court Appeal Docket	SUPERIOR COURT 1972 EDA 2012	No 8965580
299		8/10/2012	Papers forwarded to	SUPERIOR COURT BY CERTIFIED MAIL 7010 3090 0001 6195 3528	No 8979071
300		8/10/2012	Service List/Record Documents		No 8979072
301		8/20/2012	Returned Copy		No 8989636
302		9/11/2012	Motion	BY KENNETH TAGGART; KENNETH J TAGGART FOR STAY PENDING RULING ON MOTION TO VOID PLEADINGS & SANCTIONS PENDING IN THE US BANKRUPTCY COURT & MOTION FOR SUMMARY JUDGMENT AGAINST GMAC MORTGAGE LLC WITH SERVICE ON 09/11/2012	No 9014775
303		9/19/2012	Notice	OF NOTICE OF APPEAL TO PA SUPREME COURT FROM ORDER DATED APRIL 5, 2012 DENYING MOTION FOR "FRAUD UPON THE COURT" AND SEEKING DISMISSAL OF ALL CLAIMS & SANCTIONS DOCKET #235 BY KENNETH J TAGGART	No 9024378
304		9/19/2012	Affidavit/Certificate of Service of	NOTICE OF APPEAL TO PENNSYLVANIA SUPREME COURT ON 09/19/2012 TO MARIA GUERIN, CHRISTIAN MOFFITT & ANDREW BONEKEMPER	No 9024964
305		9/21/2012	Appellate Court Notice	OF SUPERIOR COURT 1305 EDA 2012 APPEAL IS HEREBY QUASHED	No 9028024
306		9/21/2012	Objection/Opposition	BY KENNETH TAGGART; KENNETH J TAGGART TO TO PROPOSING A DISCOVERY SCHEDULING ORDER WITHOUT DISPOSITION OF MOTION TO VOID PLEADING PENDING BACKRUPTCY COURT	No 9027888
307		9/21/2012	Motion	BY KENNETH TAGGART; KENNETH J TAGGART FOR STAY & OPPOSITION TO DISCOVERY SCHEDULING ORDER PROPOSED ON 9/21/2012	No 9028044
308	E	10/1/2012	Answer/Response	BY PLAINTIFF GMAC MORTGAGE LLC TO DEFENDANT'S MOTIONS TO STAY AND FOR SUMMARY JUDGMENT WITH SERVICE ON 10/1/2012	No 9040351
309	E	10/1/2012	Answer/Response	BY GMAC MORTGAGE LLC TO DEFENDANT'S MOTIONS TO STAY AND MOTION FOR SUMMARY JUDGMENT WITH SERVICE ON 10/01/2012	No 9040301
310	E	10/2/2012	Praec to Withdraw	ANSWER/RESPONSE SEQUENCE # 309	No 9041455
311	E	10/2/2012	Affidavit/Certificate of Service of	PRAECIPE TO WITHDRAW ON 10/02/2012 TO KEN TAGGART & CHRIS MOFFITT	No 9041485
312		10/11/2012	Order for Hearing	OF 10/4/12 KEHS, CA SCHEDULED FOR 11/14/12 CC	No 9053424
313		10/11/2012	Order for Hearing	OF 10/4/12 KEHS, CA SCHEDULED FOR 11/14/12 KEHS, CA CC	No 9053425
314		10/16/2012	Returned Copy		No 9058579
315		11/14/2012	Motion	BY KENNETH TAGGART; KENNETH J TAGGART FOR STAY	No 9087419
316		11/14/2012	Notice	OF APPEAL OF BANKRUPTCY COURT ORDER ON "MOTION TO VOID PLEADINGS", MOTION FOR SANCTIONS" & "MOTION TO PROVE ASSETS" DEFENDANT	No 9087420
317		11/14/2012	Motion	BY KENNETH TAGGART; KENNETH J TAGGART FOR STAY PENDING DISPOSITION OF APPEAL FROM ORDER IN BANKRUPTCY COURT	No 9087421
318		11/14/2012	Notice	TO THE COURT DEFENDANT TAGGART	No 9087422
320		11/14/2012	Hearing/Court Reporter	AMY BOYER ON 11/14/2012	No 9088344
321		11/19/2012	Order	OF 11/15/12 MOORE,J MOT TO STAY PENDING RULING ON MOT TO VOID PLEADINGS & SANCTIONS IS DENIED; MOT FOR SUMMARY JDMT IS DENIED; MOT TO STAY & OPPOSITION TO DISCOVERY SCHEDULING IS DENIED; CC	No 9093761
322	E	12/4/2012	Answer/Response	BY GMAC MORTGAGE LLC TO DEFENDANT'S MOTIONS TO STAY	No 9112334
323	E	12/4/2012	Affidavit/Certificate of Service of	GMAC'S OPP TO DEFENDANTS MOTIONS TO STAY ON 12/04/2012 TO KENNETH J. TAGGART; W. CHRISTIAN MOFFITT	No 9112335
324	E	12/5/2012	Entry of Appearance	OF BARBARA K. HAGER FOR GMAC MORTGAGE, LLC	No 9113609
325	E	12/5/2012	Praec for Argument	MATTER IS INTERLOCUTORY - MOTION TO COMPEL FURTHER RESPONSES TO PLAINTIFF'S SECOND SET OF INTERROGATORIES AND FOR SANCTIONS	No 9113724
326	E	12/5/2012	Affidavit/Certificate of Service of	ARGUMENT PRAECIPE ON 12/05/2012 TO KENNETH J. TAGGART; W. CHRISTIAN MOFFITT, ESQUIRE	No 9113751
327	E	12/5/2012	Praec for Argument	MATTER IS INTERLOCUTORY - MOTION TO COMPEL DEPOSITION ANSWERS AND FOR SANCTIONS	No 9113769
328	E	12/5/2012	Affidavit/Certificate of Service of	ARGUMENT PRAECIPE ON 12/05/2012 TO KENNETH J. TAGGART; W. CHRISTIAN MOFFITT, ESQUIRE	No 9113771
329	E	12/5/2012			No 9113686

		Affidavit/Certificate of Service of	ENTRY OF APPEARANCE OF BARBARA K. HAGER ON 12/05/2012 TO KENNETH J. TAGGART; W. CHRISTIAN MOFFITT, ESQUIRE		
330	E	2/14/2013	Entry of Appearance	OF ROBERT J BIRCH ESQUIRE FOR KENNETH TAGGART	No 9190758
331		5/3/2013	Order	OF 5/1/13 TILSON, J STATUS CONFERENCE SCHEDULED FOR 5/21/13 CC	No 9283732
332		5/16/2013	Order	(RESCHEDULE) OF 5/15/13 TILSON, J MATTER SCHEDULED FOR 5/21/13 RESCHEDULED FOR 6/20/13 CC	No 9299202
333		5/21/2013	Appellate Court Notice	OF SUPERIOR COURT 1972 EDA 2012 QUASHED APPELLANT'S MOTION TO STAY DENIED AS MOOT	No 9303391
334		6/3/2013	Appellate Court Notice	PETITION FOR ALLOWANCE OF APPEAL IS DENIED	No 9327150
335		6/24/2013	Order	OF 6/21/13 TILSON, J DISCOVERY MUST BE COMPLETED BY 9/20/13; CC	No 9343158
336		6/25/2013	Motion	BY KENNETH TAGGART; KENNETH J TAGGART MOTION FOR LEAVE TO FILE A THIRD AMENDED COMPLAINT WITH SERVICE ON 6/25/2013	No 9345344
337		6/26/2013	Order	OF 6/26/13 TILSON, J EAGLE NATIONWIDE MORTGAGE CO IS DISMISSED;	No 9347804
338		7/2/2013	Motion	BY KENNETH TAGGART; KENNETH J TAGGART TO COMPEL DEPOSITION OF JEFFREY STEPHAN WITH SERVICE ON 07/02/2013	No 9354391
339		7/2/2013	Rule	DATE ON AUGUST 5,,2013 KEHS CA	No 9355378
340		7/5/2013	Rule	DATE ON AUGUST 5, 2013 KEHS CA	No 9362120
341		7/8/2013	Affidavit/Certification of Service w/Rule Returnable	OF MOTION TO COMPEL DEPOSITION OF JEFFREY STEPHAN ON 07/08/2013 TO BARBARA HAGER, ESQ	No 9363252
342		7/8/2013	Affidavit/Certification of Service w/Rule Returnable	OF MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT ON 07/08/2013 TO BARBARA HAGER, ESQ	No 9363253
343	E	8/2/2013	Answer/Response	BY GMAC MORTGAGE LLC TO DEFENDANT'S MOTION TO COMPEL THE DEPOSITION OF JEFFREY STEPHAN WITH SERVICE ON 08/02/2013	No 9396352
344	E	8/2/2013	Brief	BY GMAC MORTGAGE, LLC WITH SERVICE ON 08/02/2013	No 9396390
345	E	8/2/2013	Answer/Response	BY GMAC MORTGAGE, LLC TO DEFENDANT'S MOTION TO LEAVE TO FILE THIRD AMENDED COMPLAINT WITH SERVICE ON 08/02/2013	No 9396392
346		9/24/2013	Order	OF 9/18/13 TILSON, J ARGUMENT SCHEDULED FOR 9/30/13 CC	No 9459835
347		10/2/2013	Order	OF 9/30/13 TILSON, J CC	No 9471453
348		10/3/2013	Order	OF 10/2/13 TILSON, J MOT FOR LEAVE TO FILE THIRD AMENDED COMPLT IS GRANTED; CC	No 9473426
349	E	10/15/2013	Entry of Appearance	OF GREGORY SCHWAB FOR JEFFREY STEPHAN	No 9485889
350	E	10/15/2013	Motion	BY JEFFREY STEPHAN MOTION FOR ENTRY OF A PROTECTIVE ORDER WITH SERVICE ON 10/15/2013	No 9486094
351		10/16/2013	Motion	BY KENNETH TAGGART; KENNETH J TAGGART TO COMPEL DEPOSITION OF SCOTT ZEITZ WITH SERVICE ON 10/16/2013	No 9487172
352		10/16/2013	Motion	BY KENNETH TAGGART; KENNETH J TAGGART FOR CONTEMPT AND SANCTIONS FOR INTENTIONAL VIOLATION OF COURT ORDER WITH SERVICE ON 10/16/2013	No 9487244
353		10/17/2013	Rule	DATE ON NOVEMBER 25, 2013 KEHS CA	No 9489282
354		10/30/2013	Action Withdrawn		No 9506957
355	E	10/30/2013	Praecipe	PRAECIPE FOR DISCONTINUANCE	No 9507108
356	E	10/30/2013	Affidavit/Certificate of Service of	PRAECIPE FOR DISCONTINUANCE ON 10/30/2013 TO ROBERT J. BIRCH, ESQ.	No 9507154
357		11/1/2013	Petition to Reinstate	BY KENNETH TAGGART; KENNETH J TAGGART	No 9508984
358		11/1/2013	Affidavit/Certificate of Service of	MOTION TO STRIKE ON 11/1/2013 TO BARBARA HAGER	No 9508985
359		11/5/2013	Rule	DATE ON 12/9/13 KEHS, CA	No 9512651
360		11/22/2013	Affidavit/Certification of Service w/Rule Returnable	OF MOTION TO STRIKE PRAECIPE TO DISCONTINUE ACTION ON 11/6/2013 TO BARBARA HAGER ESQ	No 9532969
361	E	11/22/2013	Objection/Opposition	BY GMAC MORTGAGE LLC TO MOTION TO COMPEL	No 9534174
362	E	11/22/2013	Affidavit/Certificate of Service of	OPPOSITION TO MOTION TO COMPEL ON 11/22/2013 TO ROBERT J. BIRCH	No 9534177
363		11/26/2013	Order	OF 11/25/13 TILSON, J ARGUMENT SCHEDULED FOR 12/12/13 CC	No 9536758
364		12/5/2013	Motion	BY KENNETH TAGGART; KENNETH J TAGGART FOR RECONSIDERATION WITH SERVICE ON 12/5/2013	No 9545892
365		12/6/2013	Order	OF 12/2/2013 TILSON, J MOTION TO COMPEL IS DENIED AS MOOT SEE DOCKET CC	No 9547779
366	E	12/9/2013	Entry of Appearance	OF WAYNE C. STANSFIELD FOR GMAC MORTGAGE, LLC	No 9549838
367	E	12/9/2013	Answer/Response	BY PLAINTIFF GMAC MORTGAGE, LLC TO DEFENDANT'S MOTION TO STRIKE PLAINTIFF'S PRAECIPE TO DISCONTINUE WITH SERVICE ON 12/09/2013	No 9550347
368	E	12/9/2013	Affidavit/Certificate of Service of	ENTRY OF APPEARANCE ON 12/09/2013 TO ROBERT J. BIRCH, GREGORY P. SCHWAB, LBA FINANCIAL LLC	No 9550321
369	E	12/11/2013	Objection/Opposition	BY GMAC MORTGAGE LLC TO MOTION FOR CONTEMPT AND SANCTIONS	No 9552794
370	E	12/11/2013	Affidavit/Certificate of Service of	OPPOSITION TO MOTON FOR CONTEMPT AND SANCTIONS ON 12/11/2013 TO ROBERT J. BIRCH, ESQ., GREGORY P. SCHWAB, ESQ., LBA FINANCIAL LLC	No 9552795
371		12/18/2013	Order	OF 12/18/13 TILSON, J SEE ORDER; CC This order/judgment was docketed and sent on 12/19/2013 pursuant to Pa. R. C. P. 236.	No 9563360

372	1/2/2014	Returned Copy		No	9579705
373	1/6/2014	Amended Pleading	ANSWER TO COMPLAINT WITH NEW MATTER AND COUNTERCLAIM BY DEFT KENNETH TAGGART	No	9583576
374	1/6/2014	Affidavit/Certificate of Service of	ANSWER WITH NEW MATTER ON 01/06/2014 TO BARBARA HAGER, ESQ	No	9583577
375	1/10/2014	Notice of Scheduling		No	9594983
376	E 1/17/2014	Motion	BY GMAC MORTGAGE LLC MOTION TO MODIFY OR IN THE ALTERNATIVE TO RECONSIDER THE COURT'S DECEMBER 18, 2013 ORDER WITH BRIEF WITH SERVICE ON 01/17/2014	No	9608343
377	1/23/2014	Motion	BY KENNETH TAGGART; KENNETH J TAGGART FOR SANCTIONS WITH SERVICE ON 1/23/2014	No	9612478
378	E 1/27/2014	Motion	BY GMAC MORTGAGE LLC MOTION TO STAY FORECLOSURE WITH SERVICE ON 1/27/2014	No	9619141
379	E 1/27/2014	Affidavit/Certificate of Service of	MOTION TO STAY FORECLOSURE ON 1/27/2014 TO ROBERT BIRCH, ESQ.; GREGORY SCHWAB, ESQ.; LBA FINANCIAL	No	9619171
380	E 1/27/2014	Preliminary Objections of	GMAC MORTGAGE LLC WITH BRIEF WITH SERVICE ON 1/27/2014	No	9620550
381	E 1/27/2014	Brief	BY GMAC MORTGAGE, LLC WITH SERVICE ON 1/27/2014	No	9620551
382	E 1/27/2014	Affidavit/Certificate of Service of	PRELIMINARY OBJECTIONS AND BRIEF IN SUPPORT THEREOF ON 1/27/2014 TO ROBERT BIRCH, ESQ.; GREGORY SCHWAB, ESQ.; LBA FINANCIAL LLC	No	9620552
383	1/28/2014	Rule	DATE ON MARCH 3, 2014 KEHS CA	No	9622482
384	E 1/29/2014	Affidavit/Certificate of Service of	CERTIFICATE OF SERVICE WITHOUT RULE ON 01/29/2014 TO ROBERT J. BIRCH, ESQUIRE, GREGORY P. SCHWAB, ESQUIRE, LBA FINANCIAL LLC	No	9623973
385	1/29/2014	Order	(SUR ARGUMENT DEFT MOT FOR SANCTIONS AGNST PLTF) OF 1/27/14 TOLLIVER, J SCHEDULED FOR 3/4/14; CC This order/judgment was docketed and sent on 01/29/2014 pursuant to Pa. R. C. P. 236.	No	9624180
386	1/29/2014	Order	(SUR MOT TO MODIFY OR IN ALTERNATIVE RECONSIDER THE COURTS ORDER OF 12/18/13) OF 1/27/14 KEHS CA RULE RETURN DATE OF 3/3/14 IS VACATED; CC This order/judgment was docketed and sent on 01/29/2014 pursuant to Pa. R. C. P. 236.	No	9624379
387	2/4/2014	Notice of Scheduling		No	9631209
388	2/4/2014	Notice of Hearing Returned		No	9632267
389	E 2/11/2014	Motion	BY GMAC MORTGAGE LLC EMERGENCY MOTION FOR PROTECTIVE ORDER/STAY OF DISCOVERY/TO QUASH SUBPOENA WITH SERVICE ON 02/11/2014	No	9643901
390	E 2/11/2014	Affidavit/Certificate of Service of	MOTION FOR PROTECTIVE ORDER ON 02/14/2014 TO ROBERT J. BIRCH, ESQ.; GREGORY P. SCHWAB, ESQ.; LBA FINANCIAL LLC	No	9643907
391	2/18/2014	Preliminary Objections of	KENNETH TAGGART; KENNETH J TAGGART WITH SERVICE ON 2/18/2014	No	9650108
392	2/18/2014	Answer/Response	BY DEFT KENNETH TAGGART TO EMERGENCY MOTION TO STAY DISCOVERY WITH SERVICE ON 2/18/2014	No	9650179
393	2/19/2014	Returned Copy		No	9653015
394	2/19/2014	Returned Copy		No	9653016
395	2/19/2014	Returned Copy		No	9654189
396	2/21/2014	Returned Copy		No	9658103
397	2/24/2014	Order	OF 2/20/14 DRAYER, J DEFENDANT MOTION FOR SANCTIONS AGAINST PLAINTIFF FOR NON-COMPLIANCE WITH 12/18/13 ORDER GRANTED MOTION OF PLAINTIFF TO STAY DISCOVERY DENIED CC This order/judgment was docketed and sent on 02/24/2014 pursuant to Pa. R. C. P. 236.	No	9660953
398	2/28/2014	Praec to Withdraw	PLAINTIFFS MOTION TO STRIKE PRAECIPE TO DISCONTINUE ACTION FILED NOVEMBER 1, 2013	No	9674382
399	E 3/3/2014	Objection/Opposition	BY GMAC MORTGAGE LLC TO MOTION FOR SANCTIONS	No	9677444
400	E 3/3/2014	Affidavit/Certificate of Service of	OPPOSITION TO MOTION FOR SANCTIONS ON 03/03/2014 TO ROBERT J. BIRCH, ESQ., GREGORY P. SCHWAB, ESQ., LBA FINANCIAL LLC	No	9677447
401	3/4/2014	Order	OF 3/4/14 TOLLIVER, J DEFENDANT 1/23/14 MOTION FOR SANCTIONS DENIED CC This order/judgment was docketed and sent on 03/05/2014 pursuant to Pa. R. C. P. 236.	No	9680610
402	3/7/2014	Returned Copy		No	9687091
403	3/7/2014	Notice of Scheduling		No	9686571
404	3/7/2014	Notice of Scheduling		No	9686572
405	E 3/10/2014	Answer to Preliminary Objections by	GMAC MORTGAGE LLC WITH SERVICE ON 03/10/2014	No	9690573
406	E 3/10/2014	Affidavit/Certificate of Service of	ANSWER TO DEFENDANT'S PRELIMINARY OBJECTIONS TO GMACM'S PRELIMINARY OBJECTIONS ON 03/10/2014 TO ROBERT BIRCH, ESQ.; GREGORY SCHWAB, ESQ.; LBA FINANCIAL LLC	No	9690611
407	3/12/2014	Order	OF 3/10/14 TILSON, J GMAC MORTGAGE MOTION TO MODIFY OR RECONSIDER ORDER OF 12/18/13 IS DENIED CC This order/judgment was docketed and sent on 03/12/2014 pursuant to Pa. R. C. P. 236.	No	9695151
408	3/13/2014	Motion	BY KENNETH TAGGART; KENNETH J TAGGART FOR SANCTIONS AGAINST PLTF WITH SERVICE ON 3/13/2014	No	9696580
409	3/18/2014	Returned Copy		No	9704742
410	3/18/2014	Hearing/Court Reporter	AMY BOYER ON 03/14/2014	No	9706582
411	3/19/2014	Order		No	9708763

			(SUR ARGUMENT DEFTS MOT FOR SANCTIONS AGNST PLTF) OF 3/18/14 TOLLIVER,J SCHEDULED FOR 5/1/14; CC This order/judgment was docketed and sent on 03/20/2014 pursuant to Pa. R. C. P. 236.		
412	3/20/2014	Order	OF 3/19/14 MOORE, J MOTION FOR STAY PENDING FURTHER RELIEF OR DIRECTIVE FROM BANKRUPTCY COURT GRANTED CC This order/judgment was docketed and sent on 03/21/2014 pursuant to Pa. R. C. P. 236.	No	9710132
413	3/21/2014	Notice of Hearing Returned		No	9712345
414	3/24/2014	Returned Copy		No	9715883
415	3/26/2014	Returned Copy		No	9719815
416	3/31/2014	Returned Copy		No	9726633
417	3/31/2014	Returned Copy		No	9728939

☐ **Judgments**
☐ **Parcel Numbers**
☐ **Archive Locations**
☐ **Linked Cases**

Copyright © 2008-2014 Paperless Solutions, Inc. All rights reserved.

Exhibit 19

This information is being furnished to IRS. If you are required to file a tax return, a negligence penalty/other sanction may be imposed on you if this income is taxable & you fail to report it.
Copy C—For EMPLOYEE'S RECORDS
(See Notice to Employee.)

36-2686653 OMB No. 1545-0046	
a Employer's soc. sec. no.	1 Wages, tips, other comp.
0222	30000.00
b Employer ID number (EIN)	2 Fed. income tax withheld
3245	30000.00
c Employer's name, address, and ZIP code	
APPRaisal ONE SOURCE, INC 45 HERON ROAD HOLLAND PA 18966	
d Control number	
1	
e Employee's name, address, and ZIP code	
KENNETH TAGGART 45 HERON ROAD HOLLAND PA 18966	
7 Social security tips	8 Allocated tips
10 Dependent care benefits	11 Nonqualified plan
12 Statutory employee	14 Other
Retirement plan	PAUC 27.00
Third-party sick pay	12b Code
PA 9296-5010	30000.00
13 State Employer's state ID no.	15 State wages, tips, etc.
30000.00	300.00
16 Local wages, tips, etc.	18 Local income tax
30000.00	10.00
17 State income tax	19 Local income tax
921.00	NHAM
20 Locality name	FMT

Form W-2 Wage and Tax Statement 2007 Dept. of the Treasury — IRS

483

1077 HRO

Exhibit 20

Loan No.: [REDACTED] 3957

BORROWER'S CLOSING AFFIDAVIT

Words used in this Affidavit are defined below. Words in the singular mean and include the plural and vice versa.

"Borrower" is **KENNETH TAGGART**

"Lender" is **LBA FINANCIAL GROUP, LLC**, and its successors or assigns.

"Loan" means the debt evidenced by the Note and all sums due under the Security Instrument.

"Note" means the promissory note(s) dated **July 11, 2008**, signed by Borrower in favor of Lender.

"Property" means the property commonly known as **521 Cowpath road, Telford, PA 18969**.

"Security Instrument" means the Deed of Trust/Mortgage/Security Deed/Security Instrument signed by Borrower in favor of Lender, securing payment of the Note.

"Settlement Agent" is **SUBURBAN ABSTRACT AFFILIATES**.

BEFORE ME, the undersigned authority, on this day, personally appeared Borrower, known to me to be the person whose name is subscribed below and after being duly sworn by me did each on his or her oath state the following:

1. OCCUPANCY STATUS. [Check applicable box.]

☒ **Primary Residence.** The Property is/will be Borrower's primary residence. This means at least one (1) Borrower who executes the Note and Security Instrument will take title to and occupy the Property. The Property is now occupied as Borrower's primary residence or will be occupied as Borrower's primary residence no later than sixty (60) days after this date or the date the Property shall first become ready for occupancy as a habitable dwelling. That Borrower shall continue to occupy the Property as that Borrower's primary residence for at least one (1) year after the execution of the Loan documentation unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond that Borrower's control. Furthermore, all bills for utilities, water, and/or sewerage are in that Borrower's name.

☐ **Secondary Residence.** The Property is/will be Borrower's secondary residence. A secondary residence is a single-family property that is currently or will be occupied by at least one (1) Borrower in addition to that Borrower's primary residence. **The property will not be income-producing.**

☐ **Investment Property.** The Property is/will be investment property. The Property will not be occupied or claimed as a primary or secondary residence by any Borrower, and may produce revenue. Each Borrower now owns, resides, uses, and claims another property or properties as a primary residential or homestead.

2. FINANCIAL STATUS. Borrower understands that Lender is granting the Loan based on the representations made in the Loan application given by Borrower to Lender. Borrower hereby certifies that all statements related to the Loan application, including but not limited to, financial, marital, and employment status, have not changed, and to the best of Borrower's knowledge, will not change in the foreseeable future. If the Property is being purchased by Borrower, the funds for down payment and closing costs are being paid from the source stated on the Loan application. There is no secondary financing in this transaction that has not been disclosed to Lender. Borrower certifies that if the Loan application states that other real estate was to be sold, that such transaction has taken place and Borrower no longer has title to that real estate. If the Property is currently owned by Borrower, Borrower certifies that there are no delinquent state, county, city, school, water district, utility

district, or other governmental taxes or assessments due or owing against the Property and that no tax suit has been filed by any state, county, municipality, water district, utility district, or other governmental agency for taxes or assessments levied against Borrower which have not been disclosed in writing to Lender. Borrower also certifies that there are no unpaid paving or utility assessments or delinquent owner association dues. There are no suits filed by or pending against Borrower in any federal or state court which have not been disclosed in writing to Lender.

3. **PROPERTY ACCEPTANCE.** Borrower acknowledges that the Property and all of its improvements, fixtures, appliances, and other parts are in good and satisfactory working order and in the conditions contracted for. If the Property is new construction, Borrower finds that the improvements erected on the Property have been completed substantially in accordance with the plans and specifications. If this is the purchase of an existing dwelling, Borrower has accepted the condition thereof, and all terms of the sales contract (including any required repairs and inspections) have been met. If the Property is or will be initial construction, Borrower will sign an affidavit of completion once Borrower finds the improvements are completed substantially in accordance with the plans and specifications and to Borrower's satisfaction and that the terms of the contract between Borrower and the contractor have been fully carried out. The matters acknowledged in this paragraph are to the best of Borrower's knowledge and belief, and nothing in this Affidavit is to be construed as a waiver of any claims, damages, causes of action, or rights under any warranty, expressed or implied, against any party other than Lender.

4. **SURVEY.**

If a Survey is required then, Borrower hereby certifies that Borrower has received, reviewed, and approved a copy of the survey which is incorporated herein by reference and has signed or initialed and dated same for identification purposes. Borrower is aware of the indicated encroachments, protrusions, easements, limitations, access, dimensions, and/or other conditions shown on the survey. In consideration of Lender making the Loan to Borrower, Borrower hereby indemnifies and holds Lender harmless from any claims, costs, damages, causes of action, and expenses in any way arising as a result of the Property condition or any matters indicated in the survey.

If a current Survey is acceptable then, since the date of the survey provided by Borrower, which survey has been signed or initialed and dated for identification purposes, Borrower certifies and represents that no improvements or structural changes or additions to the Property have been made. Borrower is aware of the indicated encroachments, protrusions, easements, limitations, access, dimensions, and/or other conditions shown on the survey. In consideration of Lender making the Loan to Borrower, Borrower hereby indemnifies and holds Lender harmless from any claims, costs, damages, causes of action, and expenses in any way arising as a result of the Property condition or any matters indicated in the survey.

If a Survey is not required then, Borrower understands that a current survey is not required by Lender for this transaction, however, if Borrower desires, Borrower may have a current survey made. Borrower represents to Lender that Borrower understands that a survey would indicate existing encroachments, protrusions, easements, limitations, access, dimensions, or other conditions.

Borrower represents to Lender that Borrower has not received from any third party any notice or claim of any limitation of the use and enjoyment of the Property not indicated by the most recently obtained survey.

5. **TITLE INSURANCE.** If Title Insurance is required by Lender, Borrower certifies that Settlement Agent has provided Borrower with a copy of the Commitment for Title Insurance and that Borrower has reviewed and consents to all of the exceptions to title which would appear in an Owner's Title Policy for the Property.

In consideration of Lender making the Loan to Borrower, Borrower hereby indemnifies and holds Lender harmless from any claims, costs, damages, causes of action and expenses in any way arising as a result of the Property condition and performance under any contract of sale between Borrower and any Seller of the property, or any matters indicated as exceptions stated in the Commitment for Title Insurance, and the Owner's and Mortgagee's Title Insurance Policies.

6. **HOLD HARMLESS.** Borrower has been made aware of the following specific conditions affecting the Property and does hereby indemnify and hold harmless Lender from any claims, costs, damages, causes of action, and expenses in any way arising from the following conditions or other matters:

ACKNOWLEDGMENT OF RECEIPT

Borrower acknowledges that this Borrower's Closing Affidavit is given as a material inducement to cause Lender to make the Loan to Borrower. Borrower understands that any false statements, misrepresentations, or material omissions may result in civil and criminal penalties. The agreements and covenants contained herein shall survive the closing of this Loan transaction.


KENNETH TAGGART

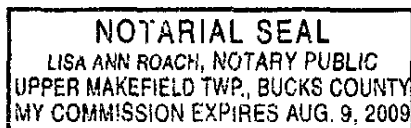
7/11/08
(Borrower) (Date)

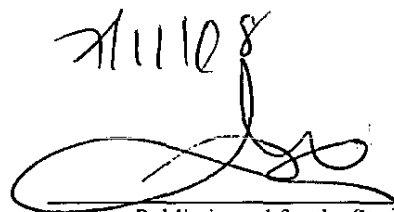
(Borrower) (Date)

(Borrower) (Date)

(Borrower) (Date)

Subscribed and sworn to before me on

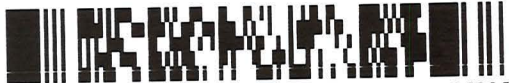



Notary Public in and for the State of PA

(Seal)

My Commission Expires:

Exhibit 21


2009-25338-0373 FilingID: 9583576
16 2014 10:37:59 AM
Amended Pleading
Receipt # Z2007839 Fee \$0.00
Mark Levy - MontCo Prothonotary

TO THE PLAINTIFF: You are hereby notified to file a written response to the Amended Answer with New Matter and Counterclaim within twenty (20) days from service hereof or a judgment may be entered against you.


Robert J. Birch, Esquire

Robert J. Birch, Esquire
Id. No. 65816
617 Swede Street
Norristown, PA 19401
(610) 277-9700

Attorney for Defendant

GMAC MORTGAGE, LLC	:
	: COURT OF COMMON PLEAS OF
	: MONTGOMERY COUNTY
	:
Plaintiff	:
v.	: NO. 2009-25338
KENNETH J. TAGGERT	:
	:
Defendants	: JURY TRIAL DEMANDED

**DEFENDANT'S AMENDED ANSWER TO COMPLAINT
WITH NEW MATTER AND COUNTERCLAIM**

Defendant Kenneth Taggart ("Taggart" or "Defendant") by and through his undersigned counsel, files the following Amended Answer to Complaint with New Matter and Counterclaim to the Complaint, and in support thereof, avers as follows:

1. Denied. Defendant is unaware of who the Plaintiff is as the true parties in interest are the investors in the mortgage pool, and not GMAC. Strict proof is demanded.
2. Admitted only insofar as Defendant Taggart is concerned.

3. Denied. The Defendant did not execute a mortgage and note with Plaintiff, MERS or the investors of the mortgage pool. The proper parties would be the investors as the only parties to whom any obligation arose after the loan was securitized, but these parties have no recorded interest in the mortgage or deed of trust, which was never delivered to the Trustee for the mortgage backed security pool and, therefore, the note itself, is at best, unsecured rights to payment.

4. Denied.

5. Denied. There was never a default declared under the note by the investors, the trustee, or any party with standing. Strict proof is demanded.

6. Denied. There was never a default declared under the note by the investors, the trustee, or any party with standing. Strict proof is demanded.

7. Denied. There was never a default declared under the note by the investors, the trustee, or any party with standing. Strict proof is demanded.

8. Denied. There was never a default declared under the note by the investors, the trustee, or any party with standing. Strict proof is demanded.

9. Denied. This is a conclusion of law to which no response is required.

10. Denied. This is a conclusion of law to which no response is required.

WHEREFORE, Defendant Kenneth Taggart requests that this Honorable Court enter judgment in his favor, and provide such other relief as this Honorable Court deems just and proper.

NEW MATTER

11. The above paragraphs are incorporated herein by reference as though set forth at length.

12. On or about July 11, 2008, Defendant refinanced a mortgage with LBA Financial Group, LLC, for the residential property at 521 Cowpath Rd, Telford, Pennsylvania, 18969 (the "Property").

13. MERS caused an assignment of the mortgage to Plaintiff.

14. Thereafter, upon information and belief, the Mortgage and Promissory Note were on some date yet unknown sold and/or transferred to a mortgage-backed securities pool of mortgages and/or securitized trust.

14. The Mortgage named MERS as "nominee" for the lender. Mortgage Electronic Registration Systems, Inc. ("MERS Inc.") is a wholly-owned subsidiary of MERSCORP. MERS Inc. is a Delaware corporation with its principal place of business located in Vienna, Virginia. MERS Inc. serves as mortgagee in the land records for loans that are registered on the MERS System.

15. MERS, however, engaged and continues to engage in a range of deceptive trade practices. MERS is unregistered and unlicensed to conduct mortgage lending or any other type of business in the Commonwealth of Pennsylvania. MERS is nothing more than a façade or "front" company. MERSCORP, Inc. ("MERSCORP") is a Delaware corporation with its principal place of business located in Vienna, Virginia. MERSCORP'S registered agent is the Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. MERSCORP is owned by many of the most significant stakeholders in the mortgage industry, including mortgage originating and servicing companies (e.g., Bank of America, CitiMortgage, Inc., GMAC Residential Funding Corporation, and Wells Fargo Bank, N.A.), government sponsored entities (e.g., Fannie Mae and Freddie Mac), mortgage insurance and title companies, and the Mortgage Bankers Association. MERSCORP owns and operates the MERS System, which is a national registry that tracks the

ownership and servicing rights of its members in residential mortgage loans. There are over 5,500 members of MERSCORP.

16. Residential mortgage-backed securities are issued pursuant to registration statements filed with the U.S. Securities and Exchange Commission ("SEC"). These registration statements include prospectuses, which explain the general structure of the investment, and prospectus supplements, which contain detailed descriptions of the mortgage groups underlying the certificates. Certificates are issued by the trust pursuant to the registration statement and the prospectus and prospectus supplement. Underwriters sell the certificates to investors.

17. The certificates in the above trust represent interests in a pool of mortgage loans; they are "shares" in the pool that are sold to investors. The certificates entitle the holder to payments from the pool of mortgages. Although the structure and underlying collateral may vary by offering, the basic principle of pass-through certificates remains the same: as borrowers make payments on the loans in the mortgage pool, that cash flow is "passed through" to the certificate holders based on their share of the pool.

18. The sponsor of the transaction originates the loans or acquires the loans from other mortgage originators. Then a "depositor" acquires an inventory of loans from the "sponsor" or "seller." The types of loans in the inventory may vary, including conventional, fixed-rate or adjustable-rate mortgage loans (or mortgage participations), secured by first liens, junior liens, or a combination of first and junior liens, with various lifetimes to maturity. Upon acquisition, the depositor transfers, or deposits, the acquired pool of loans to an "issuing trust."

19. The issuing trust then "securitizes" the pool of loans so that the rights to the cash flows from the pool can be sold to investors in the form of certificates. The securitization

transactions are structured such that the risk of loss is divided among different levels of investment, or "tranches."

20. The collateral pool for each securitization usually includes thousands of loans.

21. The terms of the trust are stated in the Pooling and Servicing Agreement (hereafter, "PSA").

22. Upon information and belief, Defendant's Mortgage was sold and securitized after closing on his residence, and then the Mortgage was placed into a PSA and converted into a stock of a Pass Through Vehicle ("PSV"). The mortgage title, however, was never officially transferred to the trust.

23. When Defendant's Mortgage was converted into a security, the nature of Defendant's mortgage loan changed and was converted into a stock. Once Defendant's mortgage loan was securitized and converted, it forever lost its security. Since the loan was sold and securitized into stock, the mortgage lender can no longer claim that it is a real party in interest, or even that the loan stills exists as a loan, since double dipping is a form of securities fraud. A negotiable instrument can only be in one of two states after undergoing securitization, not both at the same time. It can either be a loan or a stock. Once the instrument is traded as a stock, it is forever a stock and therefore regulated, as this loan was, by the SEC as a stock.

24. Since thousands of shareholders of the mortgage pool that contain the subject Promissory Note, no one of them can foreclose on Defendant's property. MERS was not the "nominee" for the lender. The true lenders in this matter were the investors that had provided funds for the loans through mortgage backed security pools that were held as trusts.

25. The proper parties to this action would be the investors of the mortgage-backed securities to which Plaintiff's loan was securitized; but these parties have no recorded interest in the Mortgage, which were never delivered to the Trustee for the mortgage backed security pool; therefore the Promissory Note itself is, at best, unsecured rights to payment. These investors, however, provided no consideration to the Defendant.

26. Since Defendant's Mortgage went into alleged default, it was most likely written off and was therefore discharged.

27. Additionally, a trust typically requires that if a MERS-owned loan is transferred to the trustee, all intervening indorsements - such as from the depositor - must be on the note.

28. The Promissory Note does not carry any such required intervening indorsements.

29. Notes endorsed in blank cannot lawfully be an asset of a private mortgage backed security ("MBS") Trust.

30. Plaintiff did not attach the Promissory Note to its Complaint. However, the Promissory Note contains no such indorsements.

31. Defendant believes and therefore avers that the Promissory Note in this case was never actually transferred and delivered to the Depositor and by the Depositor to the Custodian on behalf of the Trustee for the Trust pursuant to the requirements of the PSA. Moreover, the Mortgage that was allegedly transferred to the Trust pursuant to the PSA was not listed in any of the documents filed by the Trust and available to the public at www.edgar.gov. Accordingly, Defendant alleges that the Promissory Note in this case was never lawfully negotiated and physically delivered to the Trust.

32. Defendant alleges upon information and belief that the Trust did not hold any interest in Defendant's Mortgage and, therefore, did not have standing to foreclose on the Property.

33. To add further confusion to this foreclosure, Defendant's inability to ascertain the true owner of a MERS loan is problematic where the owner of the loan has ultimate authority with respect to making decisions, such as whether to pursue a foreclosure or permit a loan modification. It is also problematic because the Defendant is unable to challenge a purported note holder's right to foreclose if he is precluded from identifying that entity. By hiding the true mortgage owner and removing that information from the public land records, MERS created substantial confusion.

34. Member employees cause MERS to take various legally operative actions, such as assigning mortgages, signing checks, and foreclosing on homeowners. Because MERS historically has had only around 50 employees, it relies on its members' employees to perform MERS' acts as MERS corporate officers. MERS purports to act as agent for the holder or owner of a note, yet each act MERS performs on such entity's behalf is actually done by that entity's own employee acting as a MERS signing officer. MERS' use of signing officers to conduct the business of MERS creates confusion and constitutes a deceptive trade practice.

35. MERS attempted to assign Defendant's Mortgage or foreclose on the Mortgage on behalf of a securitization trust that, despite being registered as the mortgage owner in the MERS System, does not own the loan. MERS is therefore acting without authority.

36. In fact, the actual promissory note was not made out to Plaintiff. The promissory note does not bear any endorsement, whether on the face of the note or affixed as an allonge to Plaintiff. The Promissory Note was thus never properly delivered to Plaintiff.

37. As such, the requirement for effective transfer—that the promissory note bear all intervening endorsements showing a complete chain of endorsement from the originator to the last endorsee, was not met and the sale was ineffective. Yet MERS still purported to act on behalf of this trust when assigning the mortgage to Deutsche Bank prior to foreclosure. The entity purporting to foreclose was not acting on behalf of the true owner of the note. This was a deceptive trade practice.

38. MERS did not own or possess the Promissory Note and did not own a beneficial interest in the Promissory Note. MERS could not, and did not, pass an interest in the Promissory Note to the Plaintiff.

39. The reality is that MERS does not maintain any beneficial interest in notes or mortgages. There is no interest that MERS could assign to the Plaintiff or to anyone else, and therefore, the latter parties have no right to foreclose.

40. No note or other evidence exists which could ever make the Defendant indebted to MERS or Plaintiff in any way.

41. Neither MERS nor Plaintiff ever had, nor will they ever have, the authority to assign the Mortgage to any entity.

42. Neither MERS nor Plaintiff ever had any right to collect on the Promissory Note or enforce the Mortgage, nor have they ever had a right to hold, enforce or collect upon the Promissory Note.

43. The Promissory Note and the Mortgage are inseparable. An assignment of the Promissory Note carries the Mortgage, while an assignment of the latter is a nullity.

44. The Promissory Note requires that notice must be given to the borrower by first class mail or by delivery to the property address.

45. The Mortgage requires written notice must be given to the borrower in writing by first class mail or delivered to the property address.

46. The Mortgage explains that notice provides the borrower with an opportunity to cure.

47. The Mortgage provides a covenant and a condition that no suit may be commenced until after the notice of breach is given.

48. Plaintiff did not plead that it provided the Defendant with of the above notices and especially, notice of breach, nor did it attach notice of breach to its complaint.

49. The Mortgage requires the lender to notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the mortgage.

50. Plaintiff did not provide the Defendant with notice of acceleration, nor did it attach notice of acceleration to its complaint.

51. Written notice of a change of the loan servicer is required by 15 U.S.C. §1641(g), 24 C.F.R. 3500.21 (d) and by paragraph 20 of the mortgage which states:

If there is a change of the loan servicer, borrower will be given written notice of the change which will state the name and address of the new loan servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing.

52. 15 U.S.C. §1641(g) requires:

(1) In general

In addition to other disclosures required by this subchapter, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including—

(A) the identity, address, telephone number of the new creditor;

(B) the date of transfer;

(C) how to reach an agent or party having authority to act on behalf of the new creditor;

(D) the location of the place where transfer of ownership of the debt is recorded; and

(E) any other relevant information regarding the new creditor.

53. 24 C.F.R. 3500.21(d) states:

Notices of Transfer; loan servicing. (1) Requirement for notice. (i) Except as provided in this paragraph (d)(1)(i) or paragraph (d)(1)(ii) of this section, each transferor servicer and transferee servicer of any mortgage servicing loan shall deliver to the borrower a written Notice of Transfer, containing the information described in paragraph (d)(3) of this section, of any assignment, sale, or transfer of the servicing of the loan. The following transfers are not considered an assignment, sale, or transfer of mortgage loan servicing for purposes of this requirement if there is no change in the payee, address to which payment must be delivered, account number, or amount of payment due: (A) Transfers between affiliates; (B) Transfers resulting from mergers or acquisitions of servicers or subservicers; and (C) Transfers between master servicers, where the subservicer remains the same.

....

(2) Time of notice. (i) Except as provided in paragraph (d)(2)(ii) of this section:

(A) The transferor servicer shall deliver the Notice of Transfer to the borrower not less than 15 days before the effective date of the transfer of the servicing of the mortgage servicing loan; (B) The transferee servicer shall deliver the

Notice of Transfer to the borrower not more than 15 days after the effective date of the transfer; and (C) The transferor and transferee servicers may combine their notices into one notice, which shall be delivered to the borrower not less than 15 days before the effective date of the transfer of the servicing of the mortgage servicing loan. (ii) The Notice of Transfer shall be delivered to the borrower by the transferor servicer or the transferee servicer not more than 30 days after the effective date of the transfer of the servicing of the mortgage servicing loan in any case in which the transfer of servicing is preceded by: (A) Termination of the contract for servicing the loan for cause; (B) Commencement of proceedings for bankruptcy of the servicer; or (C) Commencement of proceedings by the Federal Deposit Insurance . . .

54. Plaintiff did not plead that the loan servicer changed to either Plaintiff or to any other party, nor did it plead that it gave notice of a change in the loan servicer to the Defendant, nor did it attach notice of a change of the loan servicer to its Complaint.

55. The Plaintiff intentionally represented to the Court and Defendant that it has a legitimate right to enforce the debt and that it owns and holds the original Promissory Note along with an original Mortgage.

56. At the time the Plaintiff filed the foreclosure action, it and its agents knew that it did not have the right to enforce the Note and Mortgage and that the assignment of mortgage was created to give the illusion of legitimacy in pursuing this action.

57. The Plaintiff is pursuing this foreclosure under a guise of authority it does not have.

58. The Plaintiff does not own or hold the Promissory Note and Mortgage, is not entitled to enforce same under 13 Pa. C.S.A. 3301 and lacks standing to bring this action against

the Defendant. Transfers of the Note and Mortgage were not in accord with the requirements of the PSA and the indorsement on the Note is not authorized and fraudulent.

59. The assignment of the Mortgage did not transfer an interest in the Promissory Note to the Plaintiff.

60. Moreover, Plaintiff had no interest in Defendant's Mortgage at the time of the Assignment.

61. There was no received no valuable consideration received from Plaintiff for the assignment.

62. Plaintiff failed to plead sufficient ultimate facts to support standing and failed to plead the specific subdivision of 13 Pa. C.S.A. 3301 which grants it authority as a holder.

63. A party does not state a cause of action by merely reciting legal conclusions or tracking statutory language, but must include factual allegations. Failure to state sufficient factual allegations therefore requires dismissal of the claim.

64. The Plaintiff's Complaint cannot state a cause of action as it has no authority to enforce the subject Promissory Note and Mortgage.

65. Defendant denies the authenticity of each and every indorsement on the Promissory Note and Mortgage, including their own alleged indorsements, and demand strict proof thereof, by clear and convincing evidence, pursuant to 13 Pa. C.S.A. § 3308.

66. On information and belief, the Plaintiff does not have the original promissory note executed by the Defendant, does not have access to same, and any reproductions of the alleged original promissory note constitute unauthentic signatures. On information and belief, the Plaintiff cannot authenticate the signatures.

67. The Plaintiff knew that it was collecting a debt it had no right to collect.

68. Defendant is a consumer within the meaning of the FDCPA, 15 U.S.C. §1692a(3). Plaintiff and its agents and attorneys are debt collectors within the meaning of the FDCPA, 15 U.S.C. §1692a(6).

69. The Plaintiff, its agents and attorneys violated 15 U.S.C. §1692d by engaging in conduct the natural consequence of which is to harass, oppress, or abuse any person, and which did harass, oppress and abuse the Defendant by falsely representing the character, amount, or legal status of the debt (15 U.S.C. §1692e(2)); by sale or transfer of an interest in the debt that caused the consumer to lose any claim or defense to payment of the debt, and in particular, by obfuscation of the true creditor (15 U.S.C. §1692e(6)); by communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed (15 U.S.C. §1692e(8)); by the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer (15 U.S.C. §1692e(10)); by the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law (15 U.S.C. §1692f(1)); by taking or threatening to unlawfully repossess or disable the consumer's property (15 U.S.C. §1692f(6)); by, within five days after the initial communication with defendant in connection with the collection of any debt, failing to send defendant a written notice containing a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector; a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed,

the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor (15 U.S.C. §1692g).

70. Plaintiff violated provisions of the Federal Fair Debt Collection Practices Act at 15 USC 1692, *et. seq.* because it did not have any right to enforce collection of this Mortgage and Note because it did not have standing, it did not comply with all conditions precedent, it has no legally enforceable claim against the Defendant, it did not comply with the contract requirements for acceleration, it had unclean hands, it harmed the credit of defendant, it sent dunning letters to the defendant.

71. Plaintiff has failed to properly plead, describe or identify its legal identity, authority and capacity to sue and therefore show the jurisdiction of this court under the Pennsylvania Rules of Civil Procedure.

72. Plaintiff failed to provide notice of an assignment of the Mortgage or change of the loan servicer. 15 U.S.C. §1641(g) requires:

(1) In general

In addition to other disclosures required by this subchapter, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including—

(A) the identity, address, telephone number of the new creditor;

(B) the date of transfer;

(C) how to reach an agent or party having authority to act on behalf of the new creditor;

- (D) the location of the place where transfer of ownership of the debt is recorded;
and
- (E) any other relevant information regarding the new creditor.

73. Plaintiff, its agents and attorneys failed to provide Defendant's with notice of an assignment of the Mortgage or change of the loan servicer in violation of 15 U.S.C. §1641(g).

74. Plaintiff failed to provide notice of an assignment of the Mortgage or change of the loan servicer. The servicing of the subject Mortgage had changed and no notice of a change of the servicer was provided by the Plaintiff to the Defendant as required by 24 C.F.R.

3500.21(d), which provides:

Notices of Transfer; loan servicing. (1) Requirement for notice. (i) Except as provided in this paragraph (d)(1)(i) or paragraph (d)(1)(ii) of this section, each transferor servicer and transferee servicer of any Mortgage servicing loan shall deliver to the borrower a written Notice of Transfer, containing the information described in paragraph (d)(3) of this section, of any assignment, sale, or transfer of the servicing of the loan. The following transfers are not considered an assignment, sale, or transfer of Mortgage loan servicing for purposes of this requirement if there is no change in the payee, address to which payment must be delivered, account number, or amount of payment due:

(A) Transfers between affiliates; (B) Transfers resulting from mergers or acquisitions of servicers or subservicers; and (C) Transfers between master servicers, where the subservicer remains the same.

....

(2) Time of notice. (i) Except as provided in paragraph (d)(2)(ii) of this section: (A) The transferor servicer shall deliver the Notice of Transfer to the borrower not less than 15 days before the effective date of the transfer of the servicing of the Mortgage servicing loan; (B) The transferee servicer shall deliver the Notice of Transfer to the borrower not more than 15 days after the effective date of the transfer; and (C) The transferor and transferee servicers may combine their notices into one notice, which shall be delivered to the borrower not less than 15 days before the effective date of the transfer of the servicing of the Mortgage servicing loan. (ii) The Notice of Transfer shall be delivered to the borrower by the transferor servicer or the transferee servicer not more than 30 days after the effective date of the transfer of the servicing of the Mortgage servicing loan in any

case in which the transfer of servicing is preceded by:(A) Termination of the contract for servicing the loan for cause; (B) Commencement of proceedings for bankruptcy of the servicer; or (C) Commencement of proceedings by the Federal Deposit Insurance . . .

75. The Plaintiff failed to provide the Defendant with either notice of breach or adequate notice of breach as required by the Promissory Note and Mortgage and as required by 24 C.F.R. 3500.21 and 24 CFR 203.604.

76. Plaintiff has not and cannot show default as required pursuant to the Promissory Note and Mortgage.

77. The Defendant also asserts the defense of Estoppel and the Pennsylvania UCC. The subject Promissory Note is non-negotiable paper. The Plaintiff is not a holder in due course and on information and belief, the original Promissory Note is lost or stolen. Pennsylvania law provides that an obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have rights of a holder in due course and the obligor proves that the instrument is a lost or stolen instrument.

78. Defendant asserts and alleges all other facts referenced in the previous affirmative defenses and that Plaintiff has added illegal charges to the alleged debt owed by the Defendant.

79. Additionally, on information and belief, Plaintiff illegally added charges and fees to the alleged debt owed by the Defendant including but not limited to interest, late charges, title search expense, attorney's fees and other necessary costs.

80. Defendant hereby alleges the Plaintiff misapplied the payments which resulted in an incorrect amortization and the imposition of unwarranted fees and costs. Specifically, Defendant alleges the Plaintiff, by use of its proprietary computer software and the proprietary computer software of each and every predecessor servicer, first applied payments to fees and costs assessed on this mortgage loan, then to principal, accrued interest and escrowed costs in

violation of the Mortgage resulting in an incorrect amortization of this loan when fees and costs were assessed.

81. Defendant hereby demands a full disclosure of the proprietary computer software, its methods, processes, prioritization, and application of all payments rendered by the Defendant on the mortgage loan during the entire life of the mortgage loan. Further, Defendant demand a corrected application of each and every payment in compliance with the contractual priority of the funds rendered by the Defendant on this account.

82. The Plaintiff is not the real party in interest in that it is not the owner and holder of the Note and Mortgage nor is it an agent of the owner and holder of the Note and Mortgage. The Plaintiff does not own and hold (have a right to enforce) the Note and Mortgage nor is it entitled to enforce the Note and Mortgage on behalf of the real owner and holder thereof. The Plaintiff has not included the real party in interest in this action.

83. Plaintiff failed to pay any value for the Promissory and Mortgage, thus ensuring it is not entitled to an equitable lien if one is requested. In the alternative, Plaintiff has been fully compensated by the sale, transfer, assignment or negotiation of the instrument to an unidentified third party. Therefore, Plaintiff is not entitled to subrogation.

84. Defendant demands credit for and application of any and all collateral source payments Plaintiff, its predecessors in interest, co-owners, trust beneficiaries, certificate holders, or any others associated with this Note and Mortgage have received or will be entitled to receive from any source whatsoever as a result of the default claimed, including credit default insurance, credit default swaps, whether funded directly by insurance and/or indemnity agreement or indirectly paid or furnished by means of federal (i.e. TARP funds) assistance on an apportioned basis for loans or groups of loans to which the subject mortgage loan of the action is claimed.

85. On information and belief, the Plaintiff purchased, acquired or otherwise received the right to collect insurance on the subject note and mortgage or was otherwise insured against all losses and costs associated with enforcing the subject note and mortgage in the event of a default. On information and belief, the Plaintiff has actually collected full payment on the subject note and mortgage or will receive full payment for any delinquency including fees and costs associated with enforcement of the note and mortgage. Thus, any further award of damages to the Plaintiff would result in a windfall to the Plaintiff.

86. On information and belief, the Plaintiff has insurance, whether denominated default swap insurance, FHA insurance or otherwise, which has either fully compensated the Plaintiff for any funds issued to the Defendant or will be fully compensated for any funds issued to the Defendant. Therefore, a judgment of foreclosure and release of any proceeds to the Plaintiff post-judicial sale will result in an unjust enrichment to the Plaintiff.

87. Plaintiff's verification is improper and not in compliance with the Pa. Rules of Civil Procedure. Moreover, the verification was taken by Jeffrey Stephan who has publically admitted that he has no personal knowledge of any foreclosure. Mr. Stephan is a classic "robot-signer."

88. The mortgage and the note provide venue in Bucks County yet the foreclosure was filed in Montgomery County; venue is therefore improper.

89. Plaintiff failed to post Defendant's payments timely resulting in charges of interest and collection costs.

90. Plaintiff's imposed unnecessary charges against Defendant such as "drive by" property inspections and forced-placed insurance at higher rates.

91. Plaintiff paid real estate taxes too early that caused Defendant's escrow analysis to be higher than it should have been.

92. The mortgage that is the subject of this Complaint is an FHA/HUD insured mortgage.

93. As such, Plaintiff must comply with HUD guidelines prior to foreclosure which Plaintiff failed to do

Forced Placed Insurance and Defendant's Escrow Account

94. On or about July 11, 2008, Plaintiff refinanced a mortgage (the "Loan") with LBA Financial Group, LLC, for the residential property at 521 Cowpath Road, Telford, Pennsylvania, 18969 (the "Property").

95. The Loan was FHA insured that required the collection and disbursement of real estate taxes, hazard insurance, and mortgage insurance.

96. The Initial Escrow Account Disclosure statement provided that the first monthly payment was due September 1, 2008 and would be \$5,401.26.

97. However, Plaintiff increased the monthly amount, without explanation, to \$6,609.09 and then later reduced the amount to \$5,612.25.

98. Paragraph 4 of the Mortgage requires Defendant to maintain insurance on the Property. This paragraph does not state that Plaintiff may purchase backdated insurance coverage, does not state that Plaintiff may arrange for commissions for itself or its affiliates in connection with lender placed insurance coverage, and does not give Plaintiff the right to engage in the other conduct alleged herein.

99. Defendant maintained \$660,000 of hazard insurance on the Property as of July 11, 2008, and notified Plaintiff of the same.

100. Notwithstanding the above, Plaintiff sent Defendant a letter dated October 9, 2008 and falsely claimed that there was no evidence of hazard insurance on the Property.

101. On November 23, 2008, Plaintiff sent a second form letter and falsely claimed that there was no evidence of hazard insurance on the Property. Plaintiff stated that if they did not hear from Defendant within 45 days, Plaintiff would pay the insurance charges and collect the insurance charges by adding to Defendant's monthly mortgage payment.

102. Defendant again notified Plaintiff of the insurance coverage and Plaintiff never responded.

103. The increase to Defendant's escrow account was due to the forced placed insurance.

104. Sometime in 2009 at Defendant's insistence, Plaintiff performed an "audit" of Defendant's escrow account. Notwithstanding clear evidence of Defendant's hazard insurance on the Property, Plaintiff refused to credit Defendant for the insurance premiums charged to Defendant.

105. Defendant should only have been charged \$5,486.02 for the initial escrow balance and Defendant should have been credited with \$1,913.52. Defendant's monthly payment should have been reduced by \$159.46. Without the forced placed insurance, Defendant's monthly payment to Plaintiff would have been reduced further.

106. Defendant attempted to pay the \$5,401.26, but Plaintiff refused to accept the payments.

107. The foreclosure was improper as the alleged arrearages are attributable in part to the unjustified and unlawful charges that Plaintiff imposed for forced-placed insurance, and Plaintiff's continuing refusal to accept mortgage payments from Defendant that do not include

additional escrow amounts for forced placed insurance. In addition, Defendant paid taxes too early which caused an incorrect escrow analysis.

108. The above is part of a larger pattern of practice and abusive mortgage practices and forced placed insurance practices by Plaintiff.

109. The Plaintiff's forced placed insurance practices are currently under scrutiny by state attorneys general from all 50 states.

110. Plaintiff has also been the subject of several class-action lawsuits relating to its mortgage practices and forced placed insurance practices. *See, e.g., Santiago v. GMAC Mortgage Group, Inc.*, 417 F.3d 384 (3d. Cir. 2005)(finding plaintiff stated valid claim against GMAC for unlawful markups and kickbacks).

111. The type of conduct and other conduct alleged herein is unfair, unreasonable, unconscionable, unjust, and inconsistent commercial standards of good faith and fair dealing.

112. Plaintiff purchased forced placed insurance on Defendant's Property from Balboa Insurance Company ("Balboa") and Balboa has acted as Plaintiff's "forced placed insurance back office." Balboa has actively facilitated and participated in Plaintiff's abusive force-placed insurance practices.

113. Balboa accepted handsome premium payments for backdated insurance policies that were force-placed by Plaintiff, including but not limited to the forced placed insurance on Defendant's Property.

114. Upon information and belief, Balboa paid kickbacks or commissions to Plaintiff in connection with these force-placed insurance policies.

115. In addition, Balboa performed insurance tracking services for Plaintiff, and communicated with Plaintiff's borrowers on behalf of Plaintiff when their existing coverage was

deemed to be deficient and/or lacking by Plaintiff and Balboa. As one former Balboa employee has explained:

when you call in to customer service, for say, GMAC, you're not actually speaking to a GMAC employee. You're actually speaking to a Bank of America associate working for Balboa Insurance who is required by their business to business contract with GMAC to state that they are, in fact, an employee of GMAC. The reasoning is that if you do not realize you're speaking to a Bank of America/Balboa Insurance employee, you have no reason to question the validity of the information you are receiving from them. If you call your insurance agent and ask them for the lienholder information for your GMAC/Wells Fargo/etc lien (home or auto) you will be provided with their name, but the mailing address will be a PO Box at one of Balboa's main tracking locations (Moon Township/Coreapolis [sic], PA, Dallas/Ft Worth, TX, or Phoenix/Chandler, AZ).

116. The form letters that were sent on Plaintiff's letterhead to Plaintiff reference a Coraopolis, PA post office box address. On information and belief, these letters were sent by Balboa on behalf of Plaintiff.

117. At all relevant times, Balboa and Plaintiff conspired to enrich themselves at the expense of Defendant in connection with force-placed insurance coverage, by backdating coverage, charging Defendant with inflated premiums for force-placed coverage, and skimming the excess for themselves.

118. GMAC is bound by the terms of Plaintiff's Mortgage.

119. Defendant's Mortgage does not authorize Plaintiff to purchase backdated insurance for periods of time that already have expired, or to charge Defendant for backdated insurance.

120. Defendant's Mortgage does not authorize Plaintiff to profit from force-placed insurance, or to arrange for kickbacks or commissions for itself and/or its affiliates in connection with forced-placed insurance.

121. Plaintiff breached the terms of Defendant's Mortgage by (1) charging Plaintiff and other class members for backdated force-placed insurance coverage for periods of time that already had expired; and (2) arranging for kickbacks or commissions for itself and/or its affiliates in connection with force-placed insurance.

122. Plaintiff also breached the implied covenant of good faith and fair dealing inherent in Defendant's Mortgage.

123. Plaintiff owed Defendant a duty of good faith and fair dealing, by virtue of Plaintiff's contractual relationship with Defendant.

124. Plaintiff willfully engaged in the foregoing conduct in bad faith, for the purpose of (1) unfairly and unconscionably maximizing revenue from Defendant; (2) generating commissions, kickbacks, or other compensation for Plaintiff and/or its affiliates; (3) gaining unwarranted contractual and legal advantages; and (4) depriving Defendant of his contractual and legal rights to obtain a loan, extension of credit, or credit renewal (or maintain the same) without having to purchase backdated insurance.

125. The foregoing breaches were willful and not the result of mistake or inadvertence.

126. As a direct result of Plaintiff's breaches of the covenant of good faith and fair dealing, Defendant has suffered actual damages and monetary losses, in the form of increased insurance premiums, interest payments, and other charges, and unnecessary burdens on his property rights.

127. Defendant is entitled to recover their damages and other appropriate relief for the foregoing contractual breaches.

128. Plaintiff has pervasively violated the Pennsylvania Unfair Trade Practices Act, and the Pennsylvania Fair Credit Extension Uniformity Act by virtue of its unfair,

WHEREFORE, Defendant Kenneth Taggart demands judgment in his favor and against Plaintiff, plus court costs, damages in an amount in excess of \$50,000, plus attorney's fees and such other relief as this Honorable Court deems just and proper.

COUNTERCLAIM

COUNT 1 DECLARATORY JUDGMENT

129. The above paragraphs are incorporated herein by reference as though set forth at length.

130. The Plaintiff has taken actions in violation of its statutory, legal and contractual duties. Said actions have resulted in the wrongful foreclosure of the Property. An actual dispute exists among Defendant, Plaintiff, and GMAC, and the Trustee of the Trust. Plaintiff requests that the Court declare the rights of the parties in this matter.

WHEREFORE, Defendant Kenneth Taggart demands judgment against the Plaintiff as follows:

a. Defendant seek a declaratory judgment that Plaintiff is not the actual owner/holder of the Promissory Note and Mortgage in question and that Plaintiff did not know whether a default had occurred, or had been declared by the actual owners of the debt evidenced by the Mortgage and Promissory Note;

b. Plaintiff lacked authority to declare a default or otherwise pursue collection of the debt evidenced by the Promissory Note;

- c. Plaintiff lacks authority to foreclose on the Property, to sell the Property, or to distribute any proceeds thereof;
- d. To quiet title in favor of Defendant and against Plaintiff;
- e. For compensatory, special and general damages in an amount according to proof at trial, but not less than \$50,000, against the Plaintiff;
- f. For punitive damages in an amount to be determined by the Court against the Plaintiff;
- g. For reasonable attorney's fees and costs and such other and further relief as the Court deems proper.

COUNT II WRONGFUL FORECLOSURE

131. The above paragraphs are incorporated herein by reference as though set forth at length.

132. Defendant is informed and believes and thereon alleges that after the origination and funding of his mortgage loan, it was sold or transferred to investors or other entities and that Plaintiff did not own the loans or the corresponding notes at the time of the foreclosure. Accordingly, Plaintiff in this action did not have the right to declare default, cause notices of default to be issued or recorded, or foreclose on Defendant's interest in the Property. Plaintiff in this action was the note holder or a beneficiary of Defendant's loan at the time of foreclosure.

133. Defendant further alleges on information and belief that Plaintiff in this action was not beneficiary or a representative of the beneficiaries. That is, none of them were assigned the Promissory Note and/or Mortgage executed by Defendant.

134. Moreover, none of the signatories to the Promissory Note and any assignment or other document executed in furtherance of the within foreclosure, had the authority to execute said documents. None of said documents properly disclosed the principals that the individual was signing for.

135. Consequently, Plaintiff engaged in a wrongful foreclosure of the Property in that Plaintiff did not have the legal authority to foreclose on the Property.

136. As a result of the above-described breaches and wrongful conduct by Plaintiff, Defendant has been harmed.

WHEREFORE, Defendant Kenneth Taggart demands that this Court enter an order to satisfy the security interests of Plaintiff, and rescind the mortgage and note, enter an order that Plaintiff is barred from foreclosing on the Property, that Plaintiff is barred from making any claim for payment against Defendant, awarding damages in an amount in excess of \$50,000 in favor of Defendant and against Plaintiff, and provide any other and further relief as the Court deems just and proper.

**COUNT III
QUIET TITLE**

137. The above paragraphs are incorporated herein by reference as though set forth at length.

138. Defendant is the legal owner of the Property.

139. Defendant seeks to quiet title against the claims of Plaintiff and anyone else claiming interest in the property. Plaintiff and any successors or assignees have no right to title

141. Defendant seeks a judicial declaration that the title to the Property is vested in Defendant alone and that Plaintiff and each of them be declared to have no interest estate, right, title or interest in the Property and that Plaintiff, their agents and assigns, be forever enjoined from asserting any estate, right title or interest in the Property.

142. Plaintiff does not have any legal ownership or interest in the Property, is attempting too obtain the Property through fraud and wrongful conduct, and failed to adhere to the strict statutory requirements to effectuate the foreclosure of the Property. Therefore, the Property is still Defendant's property.

143. Accordingly, the Court should rule that the Property remains Defendant's property and award consequential damages as proven at trial.

WHEREFORE, Defendant Kenneth Taggart demands that this Court enter a judicial declaration quieting title in the Property as described aforesaid, and establishing Defendant's ownership and possessory interests in the Property, and provide any other an further relief as the Court deems just and proper.

**COUNT IV-
SLANDER OF TITLE**

144. The above paragraphs are incorporated herein by reference as though set forth at length.

145. Plaintiff wrongfully and without privilege, caused a Notice of Default and Assignment to be recorded against the Property. Plaintiff had a severe conflict of interest in having its attorneys prepare and file assignments that purported to make Plaintiff the owner of the mortgage.

146. Plaintiff, whether individually or jointly with others, wrongfully caused the recording of the Notice of Default, Assignment, and other foreclosure documents against the Property. All assignments were not properly recorded.

147. By doing the acts described above, Plaintiff slandered Defendant's title to the Property.

148. In that the conduct and acts of Plaintiff violated, such conduct and acts were not privileged.

WHEREFORE, Defendant Kenneth Taggart demands that this Court find that Plaintiff has committed slander of title against the Defendant, and provide any other an further relief as the Court deems just and proper.

COUNT V NEGLIGENCE

149. Defendant incorporates the foregoing paragraphs as though the same were set forth at length herein.

150. At all times relevant herein, Plaintiff, acting as Defendant's lenders and/or servicers, had a duty to exercise reasonable care and skill to maintain proper and accurate loan records and to discharge and fulfill the other incidents attendant to the maintenance, accounting and servicing of loan records, including, but not limited, disclosing to Defendant the status of any foreclosure actions taken by it, disclosing who owned Defendant's loan to Plaintiff, refraining from taking any action against Defendant that it did not have the legal authority to do, and providing all relevant information regarding the Loan Plaintiff had with them to Plaintiff.

151. In taking the actions alleged above, and in failing to take the actions as alleged above, Plaintiff breached its duty of care and skill to Defendant in the servicing of Defendant's

loans by, among other things, preparing and recording false documents, and foreclosing on the Property without having the legal authority and/or proper documentation to do so.

152. At all times relevant herein, Plaintiff, acting as the alleged trustee, but without the legal authority to do so, had a duty to exercise reasonable care and skill to follow Pennsylvania law with regard to foreclosures, avoid any conflicts of interest in exercising its duties, and refrain from taking any action against Defendant that it did not have the legal authority to do.

153. In taking the actions alleged above, and in failing to take the actions as alleged above, Plaintiff breached its duty of care and skill to Defendant by failing to properly train and supervise its agents and employees with regard to Pennsylvania and New York law regarding the execution and recording of foreclosure documents; executing the assignments without the legal authority to do so; failing to follow Pennsylvania law with regard to foreclosures and New York law with regard to the PSA, including, but not limited to, acting as the trustee, and taking actions against Defendant that it did not have the legal authority to do.

154. As a direct and proximate result of the negligence and carelessness of Plaintiff as set forth above, Defendant suffered, and continues to suffer damages.

WHEREFORE, Defendant Kenneth Taggart seeks judgment in his favor and damages against Plaintiff, for actual damages, statutory damages, punitive damages, costs and reasonable attorney's fees; and such other and further relief as this Honorable Court deems just and proper.

COUNT VI
VIOLATIONS OF PENNSYLVANIA'S FAIR
CREDIT EXTENSION UNIFORMITY ACT, 73 P.S. § 2270 ET SEQ.

155. Defendant incorporates the foregoing paragraphs as though the same were set forth at length herein.

156. Plaintiff acted intentionally with the purpose of coercing Defendant to pay debts that he did not in fact owe.

157. The conduct of Plaintiff, as alleged throughout this Complaint, violates the federal FCDPA, which are by statutory definition, violations of the state FCEUA, 73 P.S. § 2270.4(a).

158. Plaintiff's conduct otherwise constitutes an unfair or deceptive practice with regard to the collection of debts within the meaning of 73 P.S. § 201-1 et seq.

159. As a direct and proximate result of the violations of the FCEUA, Defendant has sustained actual and statutory damages for which Plaintiff is liable, together with reasonable attorney's fees and the costs of prosecuting this action.

WHEREFORE, Defendant Kenneth Taggart seeks judgment in his favor and damages against Plaintiff, for actual damages, statutory damages, punitive damages, costs and reasonable attorney's fees; and such other and further relief as this Honorable Court deems just and proper.

COUNT VII
VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES ACT

160. Defendant incorporates the foregoing paragraphs as though the same were set forth at length herein.

161. Defendant is a consumer and the obligation between the parties is a debt owed pursuant to the Promissory Note and Mortgage and is a consumer debt within the

meaning of the Pennsylvania Unfair Trade Practice and Consumer Protection Law, 73 P.S. §201-1.

162. Plaintiff's acts and practices are likely to deceive, constituting a fraudulent business act or practice. This conduct is ongoing and continues to this date.

163. Specifically, as fully set forth above, Plaintiff engaged in deceptive business practices with respect to Defendant's mortgage loan servicing, assignments of Defendant's Promissory Note and Mortgage, foreclosure of his Property by, among other things,

a) billing and collecting for forced-placed insurance on the Property when in fact Defendant maintained insurance coverage;

b) instituting improper or premature foreclosure proceedings to generate unwarranted fees;

c) executing and recording false and misleading documents;

d) executing and recording documents without the legal authority to do so;

e) failing to disclose the principal for which documents were being executed and recorded;

f) acting as beneficiaries and trustees without the legal authority to do so;

g) represented that goods or services have sponsorship or characteristics that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have in that Plaintiff held itself out as a plaintiff when in fact another entity was the real party in interest in the litigation;

h) caused and continue to cause likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services, in that the source of actual ownership of the mortgage and Plaintiff's and MERS' affiliation,

connection, or association with the true owner of the mortgage is obscured is hidden and difficult or impossible to ascertain;

i) caused and continue to cause likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another , in that MERS' represented and continue to represent that goods or services have sponsorship or characteristics that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have, in that Plaintiff and/or MERS' business practice is to hold itself out as a mortgagee when in fact another entity is the true owner of the mortgage;

j) caused and continue to cause likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services in that the fact that MERS' operates through the employees of its members, combined with the lack of disclosure of such fact, obscures the source of the entity with whom a consumer, as here Defendant, is dealing and the identity of the MERS member as the sponsor of the MERS corporate officer;

k) caused and continue to cause likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods in that Plaintiff and/or MERS held itself out as an agent with the approval to perform services from its principal when in fact that was not true and there was a likelihood of misunderstanding as to the identify of MERS' sponsor as mortgagee;

l) caused and continue to cause likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another in

that Plaintiff and/or MERS' affiliation, connection, or association with its purported principal was held out as an actual agency relationship;

m) represented and continue to represent that goods or services have sponsorship or characteristics that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not in that Plaintiff and/or MERS held itself out as an agent for an entity that was not its principal;

n) by purporting to act as an agent without knowing the identity of Plaintiff's principal and therefore knowing whether Plaintiff acted within the scope of its agency, the Plaintiff, in their course of business caused and continue to cause likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services in that it permitted MERS to hold itself out as its agent when in fact MERS was not acting for the true principal;

o) represented and continue to represent that goods or services have sponsorship or characteristics that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have in that MERS held itself out as still having a relationship with an entity with respect to a given mortgage when that entity no longer had any interest in the mortgage, and that MERS represented that the action taken by MERS was pursuant to an appropriately obtained signature when in fact it was not;

p) initiated foreclosure actions while hiding the real party in interest, thus preventing homeowners from ascertaining who such party was, from challenging whether such party had a right to pursue the foreclosure, and from raising potential defenses that may have otherwise been available; and

- q) provided two TILA disclosures but failed to provide a 3 day right of rescission following the second TILA;
- r) filed a complaint with fraudulent “robo-signed” verification by Jeffrey Stephan, an admitted “robo-signer”;
- s) created assignments that were not what they purported to be, and the assignments were created by a law firm that has an interest in MERS and that also prosecuted the foreclosure;
- t) by violation RESPA by not disclosing all fees and charges;
- u) Violating the Mortgage Property Insurance Coverage Act, 7 P.S. § 6701, et seq. ("Act") which provides that:

No lender may require a borrower, as a condition of obtaining or maintaining a secured loan, to obtain property insurance coverage which exceeds the replacement value of buildings and structures situate on the land used to secure the loan. A borrower on a loan secured by real property may not be required to insure the value of the land.

- v) other deceptive business practices.

164. Plaintiff's conduct otherwise constitutes an unfair or deceptive practice with regard to the collection of debts within the meaning of 73 P.S. § 201-1 *et seq.*

165. As a direct and proximate result of the above violations, Defendant has sustained actual and statutory damages for which Plaintiff is liable, together with reasonable attorney's fees and the costs of prosecuting this action

166. As a result of the conduct and misrepresentations of Plaintiff as aforesaid, Defendant is entitled to recover an award up to three times the actual damages sustained by Defendant.

167. Pursuant to 73 P. S. §201-9.1, Defendant is entitled to such additional relief as may be deemed necessary or proper as a result of the conduct of Plaintiff.

WHEREFORE, Defendant, Kenneth Taggart, demands judgment against Plaintiff for damages determined to be sustained, treble damages, pre-judgment interest, reasonable attorney's fees, costs of suit and other such relief as this Honorable Court deems just and proper.

**COUNT IX
INVASION OF PRIVACY/FALSE LIGHT**

168. Defendant incorporates the foregoing paragraphs as though the same were set forth at length herein.

169. At all times material hereto, Plaintiff, MERS, and others were acting in joint concert with each other, by and through their agents, servants and/or employees who were acting within the course and scope of their agency or employment, and under the direct supervision and control of Plaintiff herein.

170. Plaintiff caused to be instituted a foreclosure suit in this Court against Defendant. The suit against Defendant was based on false documents.

171. As described in detail in the aforesaid paragraphs, Plaintiff illegally called default on the Note upon Defendant when it, acting alone or in concert, had no right to call a default.

172. The actions of Plaintiff violated Defendant's right of privacy by placing Defendant in a false light before the eyes of others, including potential credit grantors and creditors as well as family, friends and the general public.

173. By such unauthorized publication and circulation of Defendant name and the inaccurate information, Plaintiff invaded Defendant's right to privacy, subjected Defendant to ridicule and contempt, injured Defendant's personal esteem, reflected disgracefully on

Defendant's character, diminished Defendant's high standing, reputation and good name among family, friends, neighbors and business associates, destroyed Defendant's peace of mind, and caused Defendant severe distress.

174. The conduct of Plaintiff was a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, damages and harm to Defendant that are outlined more fully above and, as a result, Plaintiff is liable to compensate Defendant for the full amount of actual, compensatory and punitive damages, as well as such other relief, permitted under the law.

WHEREFORE, Defendant, Kenneth Taggart, seeks judgment in his favor and against Plaintiff for actual damages, statutory damages, punitive damages, costs and reasonable attorney's fees; and such other and further relief as this Honorable Court deems just and proper.

**COUNT X
BREACH OF CONTRACT**

175. Defendant incorporates the foregoing paragraphs as though the same were set forth at length herein.

176. On or about July 11, 2008, Defendant refinanced a mortgage with LBA Financial Group, LLC, for the Property.

177. The mortgage is an enforceable contract.

178. Plaintiff breached the mortgage contract with the Defendant, *inter alia*, as follows:

- a) failed to comply with the mortgage notice provisions;
- b) charged excessive fees and interest;

- c) breached the mortgage by failing to apply the payments made by Defendant to Defendant's loan, the result of which led to the foreclosure on the Property;
- d) charged forced placed insurance

179. As a proximate result of Plaintiff's breaches, Defendant has suffered compensatory damages in an amount to be proven at trial.

COUNT XI
VIOLATION OF THE 7 P.S. § 6701, et seq.

180. Defendant incorporates the foregoing paragraphs as though the same were set forth at length herein.


181. Plaintiff's actions described aforesaid in ramming forced placed insurance against Defendant violated Mortgage Property Insurance Coverage Act, 7 P.S. § 6701, et seq. ("Act") which provides that:

No lender may require a borrower, as a condition of obtaining or maintaining a secured loan, to obtain property insurance coverage which exceeds the replacement value of buildings and structures situate on the land used to secure the loan. A borrower on a loan secured by real property may not be required to insure the value of the land.

182. Plaintiff's actions caused damages to Defendant.

WHEREFORE, Defendant, Kenneth Taggart, seeks judgment in his favor and against Plaintiff for actual damages, statutory damages, punitive damages, costs and reasonable attorney's fees; and such other and further relief as this Honorable Court deems just and proper.

Dated: 1/6/2014



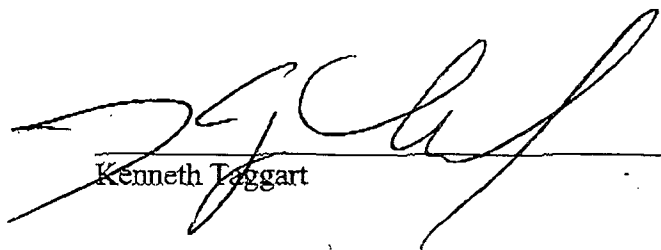
Robert J. Birch, Esquire
Attorney for Defendant

VERIFICATION

I, Kenneth Taggart, hereby state that the facts set forth in the Amended Answer with New Matter and Counterclaim are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Dated:

6/19/13


Kenneth Taggart

1

CERTIFICATE OF SERVICE

I, Robert J. Birch, Esquire, hereby certify that on this 15th day of January, 2014, I
served a true and correct copy of the Answer with New Matter to the following:

Barbara Hager, Esquire
Reed Smith
2500 One Liberty Place
1650 Market Street
Philadelphia, PA 19103



ROBERT J. BIRCH, ESQUIRE

2009-25338-0374 FilingID: 9583577
16 2014 10:38:38 AM
Affidavit Certificate of Service of
Receipt = Z2007839 Fee \$0.00
Mark Levy - MontCo Prothonotary

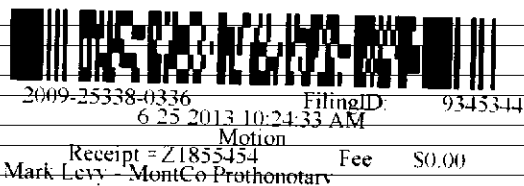
AL

Exhibit 22

46

Robert J. Birch, Esquire
Id. No. 65816
617 Swede Street
Norristown, PA 19401
(610) 277-9700

Attorney for Defendant



GMAC MORTGAGE, LLC

Plaintiff

v.

KENNETH J. TAGGERT

Defendants

: COURT OF COMMON PLEAS OF
: MONTGOMERY COUNTY

: NO. 2009-25338

: JURY TRIAL DEMANDED

**DEFENDANT'S MOTION FOR LEAVE
TO FILE A THIRD AMENDED COMPLAINT**

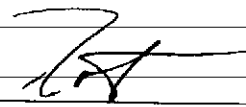
Defendant Kenneth Taggart ("Taggart" or "Defendant") by and through his undersigned counsel, files the following Motion for Leave to file a Third Amended Complaint, and in support thereof, avers as follows:

1. Taggart filed a *pro se* Second Amended Complaint in this matter.
2. Taggart has since hired undersigned counsel and is now seeking leave to file a Third Amended Complaint in light of recently discovered evidence that has a direct impact on this case. See attached Exhibit "A".
3. The discovery deadline has not closed and in fact, discovery has barely commenced. Therefore, there is no prejudice to Plaintiff GMAC.
4. The changes proposed in the Third Amended Complaint streamline and clarify the issues and claims already set forth by Taggart and seek to add additional counts against Plaintiff for illegal forced-placed insurance. In addition, there is evidence

B4

WHEREFORE, Defendant Kenneth Taggart respectfully seek leave of Court to file a
Third Amended Complaint.

Dated: 6/25/2013

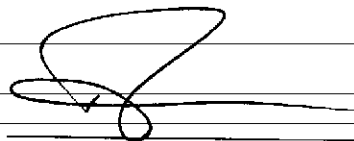


Robert J. Birch, Esquire
Attorney for Plaintiffs

VERIFICATION

I, Robert J. Birch, hereby state that the procedural facts set forth in the foregoing Motion are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

DATED: 6/25/2013



Robert J. Birch

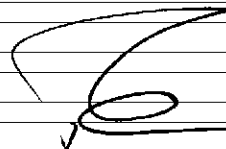
CERTIFICATE OF SERVICE

I, Robert J. Birch, Esquire, hereby certify that on this 25th day of June,

2013, I served a true and correct copy of the Motion to Amend to the following:

Barbara Hager, Esquire
Reed Smith
2500 One Liberty Place
1650 Market Street
Philadelphia, PA 19103

Fatima Abbas, Esquire
Fox Rothschild LLP
10 Sentry Parkway
Suite 200 P.O. Box 3001
Blue Bell, PA 19422-3001



ROBERT J. BIRCH

EXHIBIT A

EXHIBIT A

TO THE PLAINTIFF: You are hereby notified to file a written response to the Amended Answer with New Matter and Counterclaim within twenty (20) days from service hereof or a judgment may be entered against you.


Robert J. Birch, Esquire

Robert J. Birch, Esquire
Id. No. 65816
617 Swede Street
Norristown, PA 19401
(610) 277-9700

Attorney for Defendant

GMAC MORTGAGE, LLC

:
: COURT OF COMMON PLEAS OF
: MONTGOMERY COUNTY

Plaintiff

v.

KENNETH J. TAGGERT

:
: NO. 2010-07592
:

Defendants

:
: JURY TRIAL DEMANDED

**DEFENDANT'S AMENDED ANSWER TO COMPLAINT
WITH NEW MATTER AND COUNTERCLAIM**

Defendant Kenneth Taggart ("Taggart" or "Defendant") by and through his undersigned counsel, files the following Amended Answer to Complaint with New Matter and Counterclaim to the Complaint, and in support thereof, avers as follows:

1. Denied. Defendant is unaware of who the Plaintiff is as the true parties in interest are the investors in the mortgage pool, and not GMAC. Strict proof is demanded.
2. Admitted only insofar as Defendant Taggart is concerned.

3. Denied. The Defendant did not execute a mortgage and note with Plaintiff, MERS or the investors of the mortgage pool. The proper parties would be the investors as the only parties to whom any obligation arose after the loan was securitized, but these parties have no recorded interest in the mortgage or deed of trust, which was never delivered to the Trustee for the mortgage backed security pool and, therefore, the note itself, is at best, unsecured rights to payment.

4. Denied.

5. Denied. There was never a default declared under the note by the investors, the trustee, or any party with standing. Strict proof is demanded.

6. Denied. There was never a default declared under the note by the investors, the trustee, or any party with standing. Strict proof is demanded.

7. Denied. There was never a default declared under the note by the investors, the trustee, or any party with standing. Strict proof is demanded.

8. Denied. There was never a default declared under the note by the investors, the trustee, or any party with standing. Strict proof is demanded.

9. Denied. This is a conclusion of law to which no response is required.

10. Denied. This is a conclusion of law to which no response is required.

WHEREFORE, Defendant Kenneth Taggart requests that this Honorable Court enter judgment in his favor, and provide such other relief as this Honorable Court deems just and proper.

NEW MATTER

11. The above paragraphs are incorporated herein by reference as though set forth at length.

12. On or about July 11, 2008, Defendant refinanced a mortgage with LBA Financial Group, LLC, for the residential property at 521 Cowpath Rd, Telford, Pennsylvania, 18969 (the "Property").

13. MERS caused an assignment of the mortgage to Plaintiff.

14. Thereafter, upon information and belief, the Mortgage and Promissory Note were on some date yet unknown sold and/or transferred to a mortgage-backed securities pool of mortgages and/or securitized trust.

14. The Mortgage named MERS as "nominee" for the lender. Mortgage Electronic Registration Systems, Inc. ("MERS Inc.") is a wholly-owned subsidiary of MERSCORP. MERS Inc. is a Delaware corporation with its principal place of business located in Vienna, Virginia. MERS Inc. serves as mortgagee in the land records for loans that are registered on the MERS System.

15. MERS, however, engaged and continues to engage in a range of deceptive trade practices. MERS is unregistered and unlicensed to conduct mortgage lending or any other type of business in the Commonwealth of Pennsylvania. MERS is nothing more than a façade or "front" company. MERSCORP, Inc. ("MERSCORP") is a Delaware corporation with its principal place of business located in Vienna, Virginia. MERSCORP'S registered agent is the Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. MERSCORP is owned by many of the most significant stakeholders in the mortgage industry, including mortgage originating and servicing companies (e.g., Bank of America, CitiMortgage, Inc., GMAC Residential Funding Corporation, and Wells Fargo Bank, N.A.), government sponsored entities (e.g., Fannie Mae and Freddie Mac), mortgage insurance and title companies, and the Mortgage Bankers Association. MERSCORP owns and operates the MERS System, which is a national registry that tracks the

ownership and servicing rights of its members in residential mortgage loans. There are over 5,500 members of MERS CORP.

16. Residential mortgage-backed securities are issued pursuant to registration statements filed with the U.S. Securities and Exchange Commission ("SEC"). These registration statements include prospectuses, which explain the general structure of the investment, and prospectus supplements, which contain detailed descriptions of the mortgage groups underlying the certificates. Certificates are issued by the trust pursuant to the registration statement and the prospectus and prospectus supplement. Underwriters sell the certificates to investors.

17. The certificates in the above trust represent interests in a pool of mortgage loans; they are "shares" in the pool that are sold to investors. The certificates entitle the holder to payments from the pool of mortgages. Although the structure and underlying collateral may vary by offering, the basic principle of pass-through certificates remains the same: as borrowers make payments on the loans in the mortgage pool, that cash flow is "passed through" to the certificate holders based on their share of the pool.

18. The sponsor of the transaction originates the loans or acquires the loans from other mortgage originators. Then a "depositor" acquires an inventory of loans from the "sponsor" or "seller." The types of loans in the inventory may vary, including conventional, fixed-rate or adjustable-rate mortgage loans (or mortgage participations), secured by first liens, junior liens, or a combination of first and junior liens, with various lifetimes to maturity. Upon acquisition, the depositor transfers, or deposits, the acquired pool of loans to an "issuing trust."

19. The issuing trust then "securitizes" the pool of loans so that the rights to the cash flows from the pool can be sold to investors in the form of certificates. The securitization

transactions are structured such that the risk of loss is divided among different levels of investment, or "tranches."

20. The collateral pool for each securitization usually includes thousands of loans.

21. The terms of the trust are stated in the Pooling and Servicing Agreement (hereafter, "PSA").

22. Upon information and belief, Defendant's Mortgage was sold and securitized after closing on his residence, and then the Mortgage was placed into a PSA and converted into a stock of a Pass Through Vehicle ("PSV"). The mortgage title, however, was never officially transferred to the trust.

23. When Defendant's Mortgage was converted into a security, the nature of Defendant's mortgage loan changed and was converted into a stock. Once Defendant's mortgage loan was securitized and converted, it forever lost its security. Since the loan was sold and securitized into stock, the mortgage lender can no longer claim that it is a real party in interest, or even that the loan stills exists as a loan, since double dipping is a form of securities fraud. A negotiable instrument can only be in one of two states after undergoing securitization, not both at the same time. It can either be a loan or a stock. Once the instrument is traded as a stock, it is forever a stock and therefore regulated, as this loan was, by the SEC as a stock.

24. Since thousands of shareholders of the mortgage pool that contain the subject Promissory Note, no one of them can foreclose on Defendant's property. MERS was not the "nominee" for the lender. The true lenders in this matter were the investors that had provided funds for the loans through mortgage backed security pools that were held as trusts.

25. The proper parties to this action would be the investors of the mortgage-backed securities to which Plaintiff's loan was securitized; but these parties have no recorded interest in the Mortgage, which were never delivered to the Trustee for the mortgage backed security pool; therefore the Promissory Note itself is, at best, unsecured rights to payment. These investors, however, provided no consideration to the Defendant.

26. Since Defendant's Mortgage went into alleged default, it was most likely written off and was therefore discharged.

27. Additionally, a trust typically requires that if a MERS-owned loan is transferred to the trustee, all intervening indorsements - such as from the depositor - must be on the note.

28. The Promissory Note does not carry any such required intervening indorsements.

29. Notes endorsed in blank cannot lawfully be an asset of a private mortgage backed security ("MBS") Trust.

30. Plaintiff did not attach the Promissory Note to its Complaint. However, the Promissory Note contains no such indorsements.

31. Defendant believes and therefore avers that the Promissory Note in this case was never actually transferred and delivered to the Depositor and by the Depositor to the Custodian on behalf of the Trustee for the Trust pursuant to the requirements of the PSA. Moreover, the Mortgage that was allegedly transferred to the Trust pursuant to the PSA was not listed in any of the documents filed by the Trust and available to the public at www.edgar.gov. Accordingly, Defendant alleges that the Promissory Note in this case was never lawfully negotiated and physically delivered to the Trust.

32. Defendant alleges upon information and belief that the Trust did not hold any interest in Defendant's Mortgage and, therefore, did not have standing to foreclose on the Property.

33. To add further confusion to this foreclosure, Defendant's inability to ascertain the true owner of a MERS loan is problematic where the owner of the loan has ultimate authority with respect to making decisions, such as whether to pursue a foreclosure or permit a loan modification. It is also problematic because the Defendant is unable to challenge a purported note holder's right to foreclose if he is precluded from identifying that entity. By hiding the true mortgage owner and removing that information from the public land records, MERS created substantial confusion.

34. Member employees cause MERS to take various legally operative actions, such as assigning mortgages, signing checks, and foreclosing on homeowners. Because MERS historically has had only around 50 employees, it relies on its members' employees to perform MERS' acts as MERS corporate officers. MERS purports to act as agent for the holder or owner of a note, yet each act MERS performs on such entity's behalf is actually done by that entity's own employee acting as a MERS signing officer. MERS' use of signing officers to conduct the business of MERS creates confusion and constitutes a deceptive trade practice.

35. MERS attempted to assign Defendant's Mortgage or foreclose on the Mortgage on behalf of a securitization trust that, despite being registered as the mortgage owner in the MERS System, does not own the loan. MERS is therefore acting without authority.

36. In fact, the actual promissory note was not made out to Plaintiff. The promissory note does not bear any endorsement, whether on the face of the note or affixed as an allonge to Plaintiff. The Promissory Note was thus never properly delivered to Plaintiff.

37. As such, the requirement for effective transfer—that the promissory note bear all intervening endorsements showing a complete chain of endorsement from the originator to the last endorsee, was not met and the sale was ineffective. Yet MERS still purported to act on behalf of this trust when assigning the mortgage to Deutsche Bank prior to foreclosure. The entity purporting to foreclose was not acting on behalf of the true owner of the note. This was a deceptive trade practice.

38. MERS did not own or possess the Promissory Note and did not own a beneficial interest in the Promissory Note. MERS could not, and did not, pass an interest in the Promissory Note to the Plaintiff.

39. The reality is that MERS does not maintain any beneficial interest in notes or mortgages. There is no interest that MERS could assign to the Plaintiff or to anyone else, and therefore, the latter parties have no right to foreclose.

40. No note or other evidence exists which could ever make the Defendant indebted to MERS or Plaintiff in any way.

41. Neither MERS nor Plaintiff ever had, nor will they ever have, the authority to assign the Mortgage to any entity.

42. Neither MERS nor Plaintiff ever had any right to collect on the Promissory Note or enforce the Mortgage, nor have they ever had a right to hold, enforce or collect upon the Promissory Note.

43. The Promissory Note and the Mortgage are inseparable. An assignment of the Promissory Note carries the Mortgage, while an assignment of the latter is a nullity.

44. The Promissory Note requires that notice must be given to the borrower by first class mail or by delivery to the property address.

45. The Mortgage requires written notice must be given to the borrower in writing by first class mail or delivered to the property address.

46. The Mortgage explains that notice provides the borrower with an opportunity to cure.

47. The Mortgage provides a covenant and a condition that no suit may be commenced until after the notice of breach is given.

48. Plaintiff did not plead that it provided the Defendant with of the above notices and especially, notice of breach, nor did it attach notice of breach to its complaint.

49. The Mortgage requires the lender to notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the mortgage.

50. Plaintiff did not provide the Defendant with notice of acceleration, nor did it attach notice of acceleration to its complaint.

51. Written notice of a change of the loan servicer is required by 15 U.S.C. §1641(g), 24 C.F.R. 3500.21 (d) and by paragraph 20 of the mortgage which states:

If there is a change of the loan servicer, borrower will be given written notice of the change which will state the name and address of the new loan servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing.

52. 15 U.S.C. §1641(g) requires:

(1) In general

In addition to other disclosures required by this subchapter, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including—

- (A) the identity, address, telephone number of the new creditor;
- (B) the date of transfer;
- (C) how to reach an agent or party having authority to act on behalf of the new creditor;
- (D) the location of the place where transfer of ownership of the debt is recorded; and
- (E) any other relevant information regarding the new creditor.

53. 24 C.F.R. 3500.21(d) states:

Notices of Transfer; loan servicing. (1) Requirement for notice. (i) Except as provided in this paragraph (d)(1)(i) or paragraph (d)(1)(ii) of this section, each transferor servicer and transferee servicer of any mortgage servicing loan shall deliver to the borrower a written Notice of Transfer, containing the information described in paragraph (d)(3) of this section, of any assignment, sale, or transfer of the servicing of the loan. The following transfers are not considered an assignment, sale, or transfer of mortgage loan servicing for purposes of this requirement if there is no change in the payee, address to which payment must be delivered, account number, or amount of payment due: (A) Transfers between affiliates; (B) Transfers resulting from mergers or acquisitions of servicers or subservicers; and (C) Transfers between master servicers, where the subservicer remains the same.

....

(2) Time of notice. (i) Except as provided in paragraph (d)(2)(ii) of this section:

- (A) The transferor servicer shall deliver the Notice of Transfer to the borrower not less than 15 days before the effective date of the transfer of the servicing of the mortgage servicing loan; (B) The transferee servicer shall deliver the

Notice of Transfer to the borrower not more than 15 days after the effective date of the transfer; and (C) The transferor and transferee servicers may combine their notices into one notice, which shall be delivered to the borrower not less than 15 days before the effective date of the transfer of the servicing of the mortgage servicing loan. (ii) The Notice of Transfer shall be delivered to the borrower by the transferor servicer or the transferee servicer not more than 30 days after the effective date of the transfer of the servicing of the mortgage servicing loan in any case in which the transfer of servicing is preceded by: (A) Termination of the contract for servicing the loan for cause; (B) Commencement of proceedings for bankruptcy of the servicer; or (C) Commencement of proceedings by the Federal Deposit Insurance . . .

54. Plaintiff did not plead that the loan servicer changed to either Plaintiff or to any other party, nor did it plead that it gave notice of a change in the loan servicer to the Defendant, nor did it attach notice of a change of the loan servicer to its Complaint.

55. The Plaintiff intentionally represented to the Court and Defendant that it has a legitimate right to enforce the debt and that it owns and holds the original Promissory Note along with an original Mortgage.

56. At the time the Plaintiff filed the foreclosure action, it and its agents knew that it did not have the right to enforce the Note and Mortgage and that the assignment of mortgage was created to give the illusion of legitimacy in pursuing this action.

57. The Plaintiff is pursuing this foreclosure under a guise of authority it does not have.

58. The Plaintiff does not own or hold the Promissory Note and Mortgage, is not entitled to enforce same under 13 Pa. C.S.A. 3301 and lacks standing to bring this action against

the Defendant. Transfers of the Note and Mortgage were not in accord with the requirements of the PSA and the indorsement on the Note is not authorized and fraudulent.

59. The assignment of the Mortgage did not transfer an interest in the Promissory Note to the Plaintiff.

60. Moreover, Plaintiff had no interest in Defendant's Mortgage at the time of the Assignment.

61. There was no received no valuable consideration received from Plaintiff for the assignment.

62. Plaintiff failed to plead sufficient ultimate facts to support standing and failed to plead the specific subdivision of 13 Pa. C.S.A. 3301 which grants it authority as a holder.

63. A party does not state a cause of action by merely reciting legal conclusions or tracking statutory language, but must include factual allegations. Failure to state sufficient factual allegations therefore requires dismissal of the claim.

64. The Plaintiff's Complaint cannot state a cause of action as it has no authority to enforce the subject Promissory Note and Mortgage.

65. Defendant denies the authenticity of each and every indorsement on the Promissory Note and Mortgage, including their own alleged indorsements, and demand strict proof thereof, by clear and convincing evidence, pursuant to 13 Pa. C.S.A. § 3308.

66. On information and belief, the Plaintiff does not have the original promissory note executed by the Defendant, does not have access to same, and any reproductions of the alleged original promissory note constitute unauthentic signatures. On information and belief, the Plaintiff cannot authenticate the signatures.

67. The Plaintiff knew that it was collecting a debt it had no right to collect.

68. Defendant is a consumer within the meaning of the FDCPA, 15 U.S.C.

§1692a(3). Plaintiff and its agents and attorneys are debt collectors within the meaning of the FDCPA, 15 U.S.C. §1692a(6).

69. The Plaintiff, its agents and attorneys violated 15 U.S.C. §1692d by engaging in conduct the natural consequence of which is to harass, oppress, or abuse any person, and which did harass, oppress and abuse the Defendant by falsely representing the character, amount, or legal status of the debt (15 U.S.C. §1692e(2)); by sale or transfer of an interest in the debt that caused the consumer to lose any claim or defense to payment of the debt, and in particular, by obfuscation of the true creditor (15 U.S.C. §1692e(6)); by communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed (15 U.S.C. §1692e(8)); by the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer (15 U.S.C. §1692e(10)); by the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law (15 U.S.C. §1692f(1)); by taking or threatening to unlawfully repossess or disable the consumer's property (15 U.S.C. §1692f(6)); by, within five days after the initial communication with defendant in connection with the collection of any debt, failing to send defendant a written notice containing a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector; a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed,

the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor (15 U.S.C. §1692g).

70. Plaintiff violated provisions of the Federal Fair Debt Collection Practices Act at 15 USC 1692, *et. seq.* because it did not have any right to enforce collection of this Mortgage and Note because it did not have standing, it did not comply with all conditions precedent, it has no legally enforceable claim against the Defendant, it did not comply with the contract requirements for acceleration, it had unclean hands, it harmed the credit of defendant, it sent dunning letters to the defendant.

71. Plaintiff has failed to properly plead, describe or identify its legal identity, authority and capacity to sue and therefore show the jurisdiction of this court under the Pennsylvania Rules of Civil Procedure.

72. Plaintiff failed to provide notice of an assignment of the Mortgage or change of the loan servicer. 15 U.S.C. §1641(g) requires:

(1) In general

In addition to other disclosures required by this subchapter, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including—

- (A) the identity, address, telephone number of the new creditor;
- (B) the date of transfer;
- (C) how to reach an agent or party having authority to act on behalf of the new creditor;

(D) the location of the place where transfer of ownership of the debt is recorded;
and

(E) any other relevant information regarding the new creditor.

73. Plaintiff, its agents and attorneys failed to provide Defendant's with notice of an assignment of the Mortgage or change of the loan servicer in violation of 15 U.S.C. §1641(g).

74. Plaintiff failed to provide notice of an assignment of the Mortgage or change of the loan servicer. The servicing of the subject Mortgage had changed and no notice of a change of the servicer was provided by the Plaintiff to the Defendant as required by 24 C.F.R.

3500.21(d), which provides:

Notices of Transfer; loan servicing. (1) Requirement for notice. (i) Except as provided in this paragraph (d)(1)(i) or paragraph (d)(1)(ii) of this section, each transferor servicer and transferee servicer of any Mortgage servicing loan shall deliver to the borrower a written Notice of Transfer, containing the information described in paragraph (d)(3) of this section, of any assignment, sale, or transfer of the servicing of the loan. The following transfers are not considered an assignment, sale, or transfer of Mortgage loan servicing for purposes of this requirement if there is no change in the payee, address to which payment must be delivered, account number, or amount of payment due:

(A) Transfers between affiliates; (B) Transfers resulting from mergers or acquisitions of servicers or subservicers; and (C) Transfers between master servicers, where the subservicer remains the same.

....

(2) Time of notice. (i) Except as provided in paragraph (d)(2)(ii) of this section: (A) The transferor servicer shall deliver the Notice of Transfer to the borrower not less than 15 days before the effective date of the transfer of the servicing of the Mortgage servicing loan; (B) The transferee servicer shall deliver the Notice of Transfer to the borrower not more than 15 days after the effective date of the transfer; and (C) The transferor and transferee servicers may combine their notices into one notice, which shall be delivered to the borrower not less than 15 days before the effective date of the transfer of the servicing of the Mortgage servicing loan. (ii) The Notice of Transfer shall be delivered to the borrower by the transferor servicer or the transferee servicer not more than 30 days after the effective date of the transfer of the servicing of the Mortgage servicing loan in any

case in which the transfer of servicing is preceded by: (A) Termination of the contract for servicing the loan for cause; (B) Commencement of proceedings for bankruptcy of the servicer; or (C) Commencement of proceedings by the Federal Deposit Insurance . . .

75. The Plaintiff failed to provide the Defendant with either notice of breach or adequate notice of breach as required by the Promissory Note and Mortgage and as required by 24 C.F.R. 3500.21 and 24 CFR 203.604.

76. Plaintiff has not and cannot show default as required pursuant to the Promissory Note and Mortgage.

77. The Defendant also asserts the defense of Estoppel and the Pennsylvania UCC. The subject Promissory Note is non-negotiable paper. The Plaintiff is not a holder in due course and on information and belief, the original Promissory Note is lost or stolen. Pennsylvania law provides that an obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have rights of a holder in due course and the obligor proves that the instrument is a lost or stolen instrument.

78. Defendant asserts and alleges all other facts referenced in the previous affirmative defenses and that Plaintiff has added illegal charges to the alleged debt owed by the Defendant.

79. Additionally, on information and belief, Plaintiff illegally added charges and fees to the alleged debt owed by the Defendant including but not limited to interest, late charges, title search expense, attorney's fees and other necessary costs.

80. Defendant hereby alleges the Plaintiff misapplied the payments which resulted in an incorrect amortization and the imposition of unwarranted fees and costs. Specifically, Defendant alleges the Plaintiff, by use of its proprietary computer software and the proprietary computer software of each and every predecessor servicer, first applied payments to fees and costs assessed on this mortgage loan, then to principal, accrued interest and escrowed costs in

violation of the Mortgage resulting in an incorrect amortization of this loan when fees and costs were assessed.

81. Defendant hereby demands a full disclosure of the proprietary computer software, its methods, processes, prioritization, and application of all payments rendered by the Defendant on the mortgage loan during the entire life of the mortgage loan. Further, Defendant demand a corrected application of each and every payment in compliance with the contractual priority of the funds rendered by the Defendant on this account.

82. The Plaintiff is not the real party in interest in that it is not the owner and holder of the Note and Mortgage nor is it an agent of the owner and holder of the Note and Mortgage. The Plaintiff does not own and hold (have a right to enforce) the Note and Mortgage nor is it entitled to enforce the Note and Mortgage on behalf of the real owner and holder thereof. The Plaintiff has not included the real party in interest in this action.

83. Plaintiff failed to pay any value for the Promissory and Mortgage, thus ensuring it is not entitled to an equitable lien if one is requested. In the alternative, Plaintiff has been fully compensated by the sale, transfer, assignment or negotiation of the instrument to an unidentified third party. Therefore, Plaintiff is not entitled to subrogation.

84. Defendant demands credit for and application of any and all collateral source payments Plaintiff, its predecessors in interest, co-owners, trust beneficiaries, certificate holders, or any others associated with this Note and Mortgage have received or will be entitled to receive from any source whatsoever as a result of the default claimed, including credit default insurance, credit default swaps, whether funded directly by insurance and/or indemnity agreement or indirectly paid or furnished by means of federal (i.e. TARP funds) assistance on an apportioned basis for loans or groups of loans to which the subject mortgage loan of the action is claimed.

85. On information and belief, the Plaintiff purchased, acquired or otherwise received the right to collect insurance on the subject note and mortgage or was otherwise insured against all losses and costs associated with enforcing the subject note and mortgage in the event of a default. On information and belief, the Plaintiff has actually collected full payment on the subject note and mortgage or will receive full payment for any delinquency including fees and costs association with enforcement of the note and mortgage. Thus, any further award of damages to the Plaintiff would result in a windfall to the Plaintiff.

86. On information and belief, the Plaintiff has insurance, whether denominated default swap insurance, FHA insurance or otherwise, which has either fully compensated the Plaintiff for any funds issued to the Defendant or will be fully compensated for any funds issued to the Defendant. Therefore, a judgment of foreclosure and release of any proceeds to the Plaintiff post-judicial sale will result in an unjust enrichment to the Plaintiff.

87. Plaintiff's verification is improper and not in compliance with the Pa. Rules of Civil Procedure. Moreover, the verification was taken by Jeffrey Stephan who has publically admitted that he has no personal knowledge of any foreclosure. Mr. Stephan is a classic "robo-signer."

88. The mortgage and the note provide venue in Bucks County yet the foreclosure was filed in Montgomery County; venue is therefore improper.

89. Plaintiff failed to post Defendant's payments timely resulting in charges of interest and collection costs.

90. Plaintiff's imposed unnecessary charges against Defendant such as "drive by" property inspections and forced-placed insurance at higher rates.

91. Plaintiff paid real estate taxes too early that caused Defendant's escrow analysis to be higher than it should have been.

92. The mortgage that is the subject of this Complaint is an FHA/HUD insured mortgage.

93. As such, Plaintiff must comply with HUD guidelines prior to foreclosure which Plaintiff failed to do.

Forced Placed Insurance and Defendant's Escrow Account

94. On or about July 11, 2008, Plaintiff refinanced a mortgage (the "Loan") with LBA Financial Group, LLC, for the residential property at 521 Cowpath Road, Telford, Pennsylvania, 18969 (the "Property").

95. The Loan was FHA insured that required the collection and disbursement of real estate taxes, hazard insurance, and mortgage insurance.

96. The Initial Escrow Account Disclosure statement provided that the first monthly payment was due September 1, 2008 and would be \$5,401.26.

97. However, Plaintiff increased the monthly amount, without explanation, to \$6,609.09 and then later reduced the amount to \$5,612.25.

98. Paragraph 4 of the Mortgage requires Defendant to maintain insurance on the Property. This paragraph does not state that Plaintiff may purchase backdated insurance coverage, does not state that Plaintiff may arrange for commissions for itself or its affiliates in connection with lender placed insurance coverage, and does not give Plaintiff the right to engage in the other conduct alleged herein.

99. Defendant maintained \$660,000 of hazard insurance on the Property as of July 11, 2008, and notified Plaintiff of the same.

100. Notwithstanding the above, Plaintiff sent Defendant a letter dated October 9, 2008 and falsely claimed that there was no evidence of hazard insurance on the Property.

101. On November 23, 2008, Plaintiff sent a second form letter and falsely claimed that there was no evidence of hazard insurance on the Property. Plaintiff stated that if they did not hear from Defendant within 45 days, Plaintiff would pay the insurance charges and collect the insurance charges by adding to Defendant's monthly mortgage payment.

102. Defendant again notified Plaintiff of the insurance coverage and Plaintiff never responded.

103. The increase to Defendant's escrow account was due to the forced placed insurance.

104. Sometime in 2009 at Defendant's insistence, Plaintiff performed an "audit" of Defendant's escrow account. Notwithstanding clear evidence of Defendant's hazard insurance on the Property, Plaintiff refused to credit Defendant for the insurance premiums charged to Defendant.

105. Defendant should only have been charged \$5,486.02 for the initial escrow balance and Defendant should have been credited with \$1,913.52. Defendant's monthly payment should have been reduced by \$159.46. Without the forced placed insurance, Defendant's monthly payment to Plaintiff would have been reduced further.

106. Defendant attempted to pay the \$5,401.26, but Plaintiff refused to accept the payments.

107. The foreclosure was improper as the alleged arrearages are attributable in part to the unjustified and unlawful charges that Plaintiff imposed for forced-placed insurance, and Plaintiff's continuing refusal to accept mortgage payments from Defendant that do not include

additional escrow amounts for forced placed insurance. In addition, Defendant paid taxes too early which caused an incorrect escrow analysis.

108. The above is part of a larger pattern of practice and abusive mortgage practices and forced placed insurance practices by Plaintiff.

109. The Plaintiff's forced placed insurance practices are currently under scrutiny by state attorneys general from all 50 states.

110. Plaintiff has also been the subject of several class-action lawsuits relating to its mortgage practices and forced placed insurance practices. *See, e.g., Santiago v. GMAC Mortgage Group, Inc.*, 417 F.3d 384 (3d. Cir. 2005)(finding plaintiff stated valid claim against GMAC for unlawful markups and kickbacks).

111. The type of conduct and other conduct alleged herein is unfair, unreasonable, unconscionable, unjust, and inconsistent commercial standards of good faith and fair dealing.

112. Plaintiff purchased forced placed insurance on Defendant's Property from Balboa Insurance Company ("Balboa") and Balboa has acted as Plaintiff's "forced placed insurance back office." Balboa has actively facilitated and participated in Plaintiff's abusive force-placed insurance practices.

113. Balboa accepted handsome premium payments for backdated insurance policies that were force-placed by Plaintiff, including but not limited to the forced placed insurance on Defendant's Property.

114. Upon information and belief, Balboa paid kickbacks or commissions to Plaintiff in connection with these force-placed insurance policies.

115. In addition, Balboa performed insurance tracking services for Plaintiff, and communicated with Plaintiff's borrowers on behalf of Plaintiff when their existing coverage was

deemed to be deficient and/or lacking by Plaintiff and Balboa. As one former Balboa employee has explained:

when you call in to customer service, for say, GMAC, you're not actually speaking to a GMAC employee. You're actually speaking to a Bank of America associate working for Balboa Insurance who is required by their business to business contract with GMAC to state that they are, in fact, an employee of GMAC. The reasoning is that if you do not realize you're speaking to a Bank of America/Balboa Insurance employee, you have no reason to question the validity of the information you are receiving from them. If you call your insurance agent and ask them for the lienholder information for your GMAC/Wells Fargo/etc lien (home or auto) you will be provided with their name, but the mailing address will be a PO Box at one of Balboa's main tracking locations (Moon Township/Coreapolis [sic], PA, Dallas/Ft Worth, TX, or Phoenix/Chandler, AZ).

116. The form letters that were sent on Plaintiff's letterhead to Plaintiff reference a Coraopolis, PA post office box address. On information and belief, these letters were sent by Balboa on behalf of Plaintiff.

117. At all relevant times, Balboa and Plaintiff conspired to enrich themselves at the expense of Defendant in connection with force-placed insurance coverage, by backdating coverage, charging Defendant with inflated premiums for force-placed coverage, and skimming the excess for themselves.

118. GMAC is bound by the terms of Plaintiff's Mortgage.

119. Defendant's Mortgage does not authorize Plaintiff to purchase backdated insurance for periods of time that already have expired, or to charge Defendant for backdated insurance.

120. Defendant's Mortgage does not authorize Plaintiff to profit from force-placed insurance, or to arrange for kickbacks or commissions for itself and/or its affiliates in connection with forced-placed insurance.

121. Plaintiff breached the terms of Defendant's Mortgage by (1) charging Plaintiff and other class members for backdated force-placed insurance coverage for periods of time that already had expired; and (2) arranging for kickbacks or commissions for itself and/or its affiliates in connection with force-placed insurance.

122. Plaintiff also breached the implied covenant of good faith and fair dealing inherent in Defendant's Mortgage.

123. Plaintiff owed Defendant a duty of good faith and fair dealing, by virtue of Plaintiff's contractual relationship with Defendant.

124. Plaintiff willfully engaged in the foregoing conduct in bad faith, for the purpose of (1) unfairly and unconscionably maximizing revenue from Defendant; (2) generating commissions, kickbacks, or other compensation for Plaintiff and/or its affiliates; (3) gaining unwarranted contractual and legal advantages; and (4) depriving Defendant of his contractual and legal rights to obtain a loan, extension of credit, or credit renewal (or maintain the same) without having to purchase backdated insurance.

125. The foregoing breaches were willful and not the result of mistake or inadvertence.

126. As a direct result of Plaintiff's breaches of the covenant of good faith and fair dealing, Defendant has suffered actual damages and monetary losses, in the form of increased insurance premiums, interest payments, and other charges, and unnecessary burdens on his property rights.

127. Defendant is entitled to recover their damages and other appropriate relief for the foregoing contractual breaches.

128. Plaintiff has pervasively violated the Pennsylvania Unfair Trade Practices Act, and the Pennsylvania Fair Credit Extension Uniformity Act by virtue of its unfair,

WHEREFORE, Defendant Kenneth Taggart demands judgment in his favor and against Plaintiff, plus court costs, damages in an amount in excess of \$50,000, plus attorney's fees and such other relief as this Honorable Court deems just and proper.

COUNTERCLAIM
COUNT 1- DECLARATORY JUDGMENT

129. The above paragraphs are incorporated herein by reference as though set forth at length.

130. The Plaintiff has taken actions in violation of its statutory, legal and contractual duties. Said actions have resulted in the wrongful foreclosure of the Property. An actual dispute exists among Defendant, Plaintiff, and GMAC, and the Trustee of the Trust. Plaintiff requests that the Court declare the rights of the parties in this matter.

WHEREFORE, Defendant Kenneth Taggart demands judgment against the Plaintiff as follows:

a. Defendant seek a declaratory judgment that Plaintiff is not the actual owner/holder of the Promissory Note and Mortgage in question and that Plaintiff did not know whether a default had occurred, or had been declared by the actual owners of the debt evidenced by the Mortgage and Promissory Note;

b. Plaintiff lacked authority to declare a default or otherwise pursue collection of the debt evidenced by the Promissory Note;

c. Plaintiff lacks authority to foreclose on the Property, to sell the Property, or to distribute any proceeds thereof;

d. To quiet title in favor of Defendant and against Plaintiff;

e. For compensatory, special and general damages in an amount according to proof at trial, but not less than \$50,000, against the Plaintiff;

f. For punitive damages in an amount to be determined by the Court against the Plaintiff;

g. For reasonable attorney's fees and costs and such other and further relief as the Court deems proper.

COUNT II WRONGFUL FORECLOSURE

131. The above paragraphs are incorporated herein by reference as though set forth at length.

132. Defendant is informed and believes and thereon alleges that after the origination and funding of his mortgage loan, it was sold or transferred to investors or other entities and that Plaintiff did not own the loans or the corresponding notes at the time of the foreclosure. Accordingly, Plaintiff in this action did not have the right to declare default, cause notices of default to be issued or recorded, or foreclose on Defendant's interest in the Property. Plaintiff in this action was the note holder or a beneficiary of Defendant's loan at the time of foreclosure.

133. Defendant further alleges on information and belief that Plaintiff in this action was not beneficiary or a representative of the beneficiaries. That is, none of them were assigned the Promissory Note and/or Mortgage executed by Defendant.

134. Moreover, none of the signatories to the Promissory Note and any assignment or other document executed in furtherance of the within foreclosure, had the authority to execute said documents. None of said documents properly disclosed the principals that the individual was signing for.

135. Consequently, Plaintiff engaged in a wrongful foreclosure of the Property in that Plaintiff did not have the legal authority to foreclose on the Property.

136. As a result of the above-described breaches and wrongful conduct by Plaintiff, Defendant has been harmed.

WHEREFORE, Defendant Kenneth Taggart demands that this Court enter an order to satisfy the security interests of Plaintiff, and rescind the mortgage and note, enter an order that Plaintiff is barred from foreclosing on the Property, that Plaintiff is barred from making any claim for payment against Defendant, awarding damages in an amount in excess of \$50,000 in favor of Defendant and against Plaintiff, and provide any other and further relief as the Court deems just and proper.

COUNT III QUIET TITLE

137. The above paragraphs are incorporated herein by reference as though set forth at length.

138. Defendant is the legal owner of the Property.

139. Defendant seeks to quiet title against the claims of Plaintiff and anyone else claiming interest in the property. Plaintiff and any successors or assignees have no right to title

~~140. The description of the Property is as follows:~~

27

For TV/Ethernet V44 hardware, the parties of the first part have to set the bus, clear head(s) and mask(s).
 Draw the day and your first above words.

~~*Certified copy of recorded # 000-48-0006 (page 3 of 4)
*Temporary County Records of Deeds~~

28

declaration quieting title in the Property as described aforesaid, and establishing Defendant's ownership and possessory interests in the Property, and provide any other an further relief as the Court deems just and proper.

**COUNT IV-
SLANDER OF TITLE**

144. The above paragraphs are incorporated herein by reference as though set forth at length.

145. Plaintiff wrongfully and without privilege, caused a Notice of Default and Assignment to be recorded against the Property.

146. Plaintiff, whether individually or jointly with others, wrongfully caused the recording of the Notice of Default, Assignment, and other foreclosure documents against the Property.

147. By doing the acts described above, Plaintiff slandered Defendant's title to the Property.

148. In that the conduct and acts of Plaintiff violated, such conduct and acts were not privileged.

WHEREFORE, Defendant Kenneth Taggart demands that this Court find that Plaintiff has committed slander of title against the Defendant, and provide any other an further relief as the Court deems just and proper.

**COUNT V
NEGLIGENCE**

149. Defendant incorporates the foregoing paragraphs as though the same were set forth at length herein.

150. At all times relevant herein, Plaintiff, acting as Defendant's lenders and/or servicers, had a duty to exercise reasonable care and skill to maintain proper and accurate loan records and to discharge and fulfill the other incidents attendant to the maintenance, accounting and servicing of loan records, including, but not limited, disclosing to Defendant the status of any foreclosure actions taken by it, disclosing who owned Defendant's loan to Plaintiff, refraining from taking any action against Defendant that it did not have the legal authority to do, and providing all relevant information regarding the Loan Plaintiff had with them to Plaintiff.

151. In taking the actions alleged above, and in failing to take the actions as alleged above, Plaintiff breached its duty of care and skill to Defendant in the servicing of Defendant's loans by, among other things, preparing and recording false documents, and foreclosing on the Property without having the legal authority and/or proper documentation to do so.

152. At all times relevant herein, Plaintiff, acting as the alleged trustee, but without the legal authority to do so, had a duty to exercise reasonable care and skill to follow Pennsylvania law with regard to foreclosures, avoid any conflicts of interest in exercising its duties, and refrain from taking any action against Defendant that it did not have the legal authority to do.

153. In taking the actions alleged above, and in failing to take the actions as alleged above, Plaintiff breached its duty of care and skill to Defendant by failing to properly train and supervise its agents and employees with regard to Pennsylvania and New York law regarding the execution and recording of foreclosure documents; executing the assignments without the legal authority to do so; failing to follow Pennsylvania law with regard to foreclosures and New York law with regard to the PSA, including, but not limited to, acting as the trustee, and taking actions against Defendant that it did not have the legal authority to do.

154. As a direct and proximate result of the negligence and carelessness of Plaintiff as set forth above, Defendant suffered, and continues to suffer damages.

WHEREFORE, Defendant Kenneth Taggart seeks judgment in his favor and damages against Plaintiff, for actual damages, statutory damages, punitive damages, costs and reasonable attorney's fees; and such other and further relief as this Honorable Court deems just and proper.

COUNT VI
Violations of Pennsylvania's Fair
Credit Extension Uniformity Act, 73 P.S. § 2270 et seq.

155. Defendant incorporates the foregoing paragraphs as though the same were set forth at length herein.

156. Plaintiff acted intentionally with the purpose of coercing Defendant to pay debts that he did not in fact owe.

157. The conduct of Plaintiff, as alleged throughout this Complaint, violates the federal FCDPA, which are by statutory definition, violations of the state FCEUA, 73 P.S. § 2270.4(a).

158. Plaintiff's conduct otherwise constitutes an unfair or deceptive practice with regard to the collection of debts within the meaning of 73 P.S. § 201-1 et seq.

159. As a direct and proximate result of the violations of the FCEUA, Defendant has sustained actual and statutory damages for which Plaintiff is liable, together with reasonable attorney's fees and the costs of prosecuting this action.

WHEREFORE, Defendant Kenneth Taggart seeks judgment in his favor and damages against Plaintiff, for actual damages, statutory damages, punitive damages, costs

and reasonable attorney's fees; and such other and further relief as this Honorable Court deems just and proper.

COUNT VII
VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES ACT

160. Defendant incorporates the foregoing paragraphs as though the same were set forth at length herein.

161. Defendant is a consumer and the obligation between the parties is a debt owed pursuant to the Promissory Note and Mortgage and is a consumer debt within the meaning of the Pennsylvania Unfair Trade Practice and Consumer Protection Law, 73 P.S. §201-1.

162. Plaintiff's acts and practices are likely to deceive, constituting a fraudulent business act or practice. This conduct is ongoing and continues to this date.

163. Specifically, as fully set forth above, Plaintiff engaged in deceptive business practices with respect to Defendant's mortgage loan servicing, assignments of Defendant's Promissory Note and Mortgage, foreclosure of his Property by, among other things,

- a) billing and collecting for forced-placed insurance on the Property when in fact Defendant maintained insurance coverage;
- b) instituting improper or premature foreclosure proceedings to generate unwarranted fees;
- c) executing and recording false and misleading documents;
- d) executing and recording documents without the legal authority to do so;

e) failing to disclose the principal for which documents were being executed and recorded;

f) acting as beneficiaries and trustees without the legal authority to do so;

g) represented that goods or services have sponsorship or characteristics that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have in that Plaintiff held itself out as a plaintiff when in fact another entity was the real party in interest in the litigation;

h) caused and continue to cause likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services, in that the source of actual ownership of the mortgage and Plaintiff's and MERS' affiliation, connection, or association with the true owner of the mortgage is obscured is hidden and difficult or impossible to ascertain;

i) caused and continue to cause likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another, in that MERS' represented and continue to represent that goods or services have sponsorship or characteristics that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have, in that Plaintiff and/or MERS' business practice is to hold itself out as a mortgagee when in fact another entity is the true owner of the mortgage;

j) caused and continue to cause likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services in that the fact that MERS' operates through the employees of its members, combined with the lack

of disclosure of such fact, obscures the source of the entity with whom a consumer, as here Defendant, is dealing and the identity of the MERS member as the sponsor of the MERS corporate officer;

k) caused and continue to cause likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods in that Plaintiff and/or MERS held itself out as an agent with the approval to perform services from its principal when in fact that was not true and there was a likelihood of misunderstanding as to the identify of MERS' sponsor as mortgagee;

l) caused and continue to cause likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another in that Plaintiff and/or MERS' affiliation, connection, or association with its purported principal was held out as an actual agency relationship;

m) represented and continue to represent that goods or services have sponsorship or characteristics that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not in that Plaintiff and/or MERS held itself out as an agent for an entity that was not its principal;

n) by purporting to act as an agent without knowing the identity of Plaintiff's principal and therefore knowing whether Plaintiff acted within the scope of its agency, the Plaintiff, in their course of business caused and continue to cause likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services in that it permitted MERS to hold itself out as its agent when in fact MERS was not acting for the true principal;

- o) represented and continue to represent that goods or services have sponsorship or characteristics that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have in that MERS held itself out as still having a relationship with an entity with respect to a given mortgage when that entity no longer had any interest in the mortgage, and that MERS represented that the action taken by MERS was pursuant to an appropriately obtained signature when in fact it was not;
- p) initiated foreclosure actions while hiding the real party in interest, thus preventing homeowners from ascertaining who such party was, from challenging whether such party had a right to pursue the foreclosure, and from raising potential defenses that may have otherwise been available; and
- q) provided two TILA disclosures but failed to provide a 3 day right of rescission following the second TILA;
- r) filed a complaint with fraudulent "robo-signed" verification by Jeffrey Stephan, an admitted "robo-signer";
- s) created assignments that were not what they purported to be, and the assignments were created by a law firm that has an interest in MERS and that also prosecuted the foreclosure;
- t) by violation RESPA by not disclosing all fees and charges;
- u) Violating the Mortgage Property Insurance Coverage Act, 7 P.S. § 6701, et seq. ("Act") which provides that:

No lender may require a borrower, as a condition of obtaining or maintaining a secured loan, to obtain property insurance coverage which exceeds the replacement value of buildings and structures situate on the land used to secure the loan. A borrower on a loan secured by real property may not be required to insure the value of the land.

v) other deceptive business practices.

164. Plaintiff's conduct otherwise constitutes an unfair or deceptive practice with regard to the collection of debts within the meaning of 73 P.S. § 201-1 *et seq.*

165. As a direct and proximate result of the above violations, Defendant has sustained actual and statutory damages for which Plaintiff is liable, together with reasonable attorney's fees and the costs of prosecuting this action

166. As a result of the conduct and misrepresentations of Plaintiff as aforesaid, Defendant is entitled to recover an award up to three times the actual damages sustained by Defendant.

167. Pursuant to 73 P. S. §201-9.1, Defendant is entitled to such additional relief as may be deemed necessary or proper as a result of the conduct of Plaintiff.

WHEREFORE, Defendant, Kenneth Taggart, demands judgment against Plaintiff for damages determined to be sustained, treble damages, pre-judgment interest, reasonable attorney's fees, costs of suit and other such relief as this Honorable Court deems just and proper.

COUNT IX INVASION OF PRIVACY/FALSE LIGHT

168. Defendant incorporates the foregoing paragraphs as though the same were set forth at length herein.

169. At all times material hereto, Plaintiff, MERS, and others were acting in joint concert with each other, by and through their agents, servants and/or employees who were acting within the course and scope of their agency or employment, and under the direct supervision and control of Plaintiff herein.

170. Plaintiff caused to be instituted a foreclosure suit in this Court against Defendant. The suit against Defendant was based on false documents.

171. As described in detail in the aforesaid paragraphs, Plaintiff illegally called default on the Note upon Defendant when it, acting alone or in concert, had no right to call a default.

172. The actions of Plaintiff violated Defendant's right of privacy by placing Defendant in a false light before the eyes of others, including potential credit grantors and creditors as well as family, friends and the general public.

173. By such unauthorized publication and circulation of Defendant name and the inaccurate information, Plaintiff invaded Defendant's right to privacy, subjected Defendant to ridicule and contempt, injured Defendant's personal esteem, reflected disgracefully on Defendant's character, diminished Defendant's high standing, reputation and good name among family, friends, neighbors and business associates, destroyed Defendant's peace of mind, and caused Defendant severe distress.

174. The conduct of Plaintiff was a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, damages and harm to Defendant that are outlined more fully above and, as a result, Plaintiff is liable to compensate Defendant for the full amount of actual, compensatory and punitive damages, as well as such other relief, permitted under the law.

WHEREFORE, Defendant, Kenneth Taggart, seeks judgment in his favor and against Plaintiff for actual damages, statutory damages, punitive damages, costs and reasonable attorney's fees; and such other and further relief as this Honorable Court deems just and proper.

**COUNT X
BREACH OF CONTRACT**

175. Defendant incorporates the foregoing paragraphs as though the same were set forth at length herein.

176. On or about July 11, 2008, Defendant refinanced a mortgage with LBA Financial Group, LLC, for the Property.

177. The mortgage is an enforceable contract.

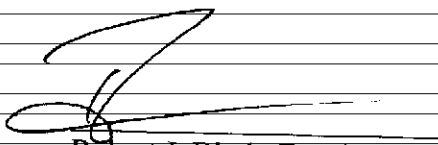
178. Plaintiff breached the mortgage contract with the Defendant, *inter alia*, as follows:

- a) failed to comply with the mortgage notice provisions;
- b) charged excessive fees and interest;
- c) breached the mortgage by failing to apply the payments made by Defendant to Defendant's loan, the result of which led to the foreclosure on the Property.

179. As a proximate result of Plaintiff's breaches, Defendant has suffered compensatory damages in an amount to be proven at trial.

WHEREFORE, Defendant, Kenneth Taggart, seeks judgment in his favor and against Plaintiff for actual damages, statutory damages, punitive damages, costs and reasonable attorney's fees; and such other and further relief as this Honorable Court deems just and proper.

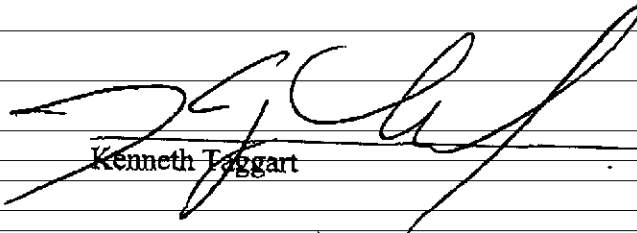
Dated: 6/19/2013


Robert J. Birch, Esquire
Attorney for Defendant

VERIFICATION

I, Kenneth Taggart, hereby state that the facts set forth in the Amended Answer with New Matter and Counterclaim are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Dated: 6/19/13


Kenneth Taggart

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
 GMAC MORTGAGE LLC

VS. NO. 2009-25338
 KENNETH TAGGART

COVER SHEET OF MOVING PARTY

Date of Filing _____ Moving Party Plaintiff

Counsel for Moving Party Robert J. Birch I.D. No. 65816

Document Filed (Specify) MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT

Matter is (Check One) _____ (Appealable) x (Interlocutory)

Oral Argument x (Yes) _____ (No)

CERTIFICATIONS - Check ONLY if appropriate:

_____ Counsel certify that they have conferred in a good faith effort to resolve the subject discovery dispute. (Required by Local Rule 208.2(e) on motions relating to discovery.)

_____ Counsel for moving party certifies that the subject **civil motion** is **uncontested** by all parties involved in the case. (If checked, skip Rule to Show Cause section below.)

By: _____
 Counsel for Moving Party

RULE TO SHOW CAUSE - Check ONE of the Choices Listed Below:

_____ Respondent is directed to show cause why the moving party is not entitled to the relief requested by filing an **answer** in the form of a **written response** at the **Office of the Prothonotary** on or before the _____ day of _____, 20__.

_____ Respondent is directed to show cause, in the form of a **written response**, why the attached Family Court Discovery Motion is not entitled to the relief requested. Rule Returnable and Argument the _____ day of _____, 20__ at **1:00 p.m. at 321 Swede Street, Norristown, Pa.**

_____ Respondent is directed to file a **written response** in conformity with the Pennsylvania Rules of Civil Procedure.

_____ Rule Returnable at time of trial.

By: _____
 Court Administrator

Exhibit 23



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

MTG BK 13772 PG 01058 to 01060

INSTRUMENT # : 2014024456

RECORDED DATE: 04/25/2014 08:38:46 AM



3069667-0011W

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 3

Document Type: Mortgage Assignment
Document Date: 04/18/2014
Reference Info:
RETURN TO: (Indecomm)
Indecomm Global Services
2925 Country Dr.
St. Paul, MN 55117

Transaction #: 3046341 - 1 Doc(s)
Document Page Count: 2
Operator Id: sford
PAID BY:
INDECOMM GLOBAL SERVICES

*** PROPERTY DATA:**

Parcel ID #: 34-00-01078-00-4
Address: 521 COWPATH RD

Municipality: PA
Franconia Township (100%)
School District: Souderton Area

*** ASSOCIATED DOCUMENT(S):**

MTG BK 12440 PG 01519

CONSIDERATION/SECURED AMT: 0.00

FEES / TAXES:

Recording Fee: Mortgage Assignment \$64.00

Total: \$64.00

MTG BK 13772 PG 01058 to 01060
Recorded Date: 04/25/2014 08:38:46 AM

I hereby CERTIFY that
this document is
recorded in the
Recorder of Deeds
Office in Montgomery
County, Pennsylvania.



Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA. PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

Prepared By:
Sam Strandmo
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

PIN: 34-00-01078-00-4

MIN: [REDACTED] 3018
MERS Phone: 888-679-6377

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
34-00-01078-00-4 FRANCONIA TOWNSHIP
521 COWPATH RD
TAGGERT KENNETH
B 009 L U 038 1134 04/25/2014

\$15.00
JU

[REDACTED] 8836
Dated: April 18, 2014

Assignment of Mortgage

For value received Mortgage Electronic Registration Systems, Inc., as nominee for LBA Financial Group, LLC, its successors and assigns, 1901 E Voorhees Street, Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, the undersigned hereby grants, assigns and transfers to Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, all beneficial interest under a certain Mortgage dated July 11, 2008 executed by KENNETH TAGGART, A SINGLE MAN and recorded in Book 12440 on Page(s) 01519 as Document Number 2008075794 on July 23, 2008 in the office of the County Recorder of Montgomery County, Pennsylvania.

MORTGAGE AMOUNT: \$659,648.00

MUNICIPALITY: Franconia Township

PROPERTY ADDRESS: 521 COWPATH ROAD, TELFORD, PA 18969

Certificate of Residence

I, Tammy Sorbo, do hereby certify that the precise address of the within-named Assignee is 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409.

Dated: April 18, 2014

Tammy Sorbo
Tammy Sorbo, Agent of Assignee

Mortgage Electronic Registration Systems, Inc., as
nominee for LBA Financial Group, LLC, its
successors and assigns

By:

Tammy Jo Sorbo

Tammy Jo Sorbo,
Assistant Secretary

STATE OF Minnesota)

COUNTY Ramsey) SS



U04651858

On April 18, 2014 before me, Bao Cindy Fang , Notary Public in and for said State personally
appeared Tammy Jo Sorbo , Assistant Secretary of Mortgage Electronic Registration Systems,
Inc., as nominee for LBA Financial Group, LLC, its successors and assigns, personally known to
me to be the person whose name is subscribed to the within instrument and acknowledged to me that
s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument
the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and
official seal.

Bao Cindy Fang

Bao Cindy Fang, Notary Public

My Commission expires: January 31, 2017

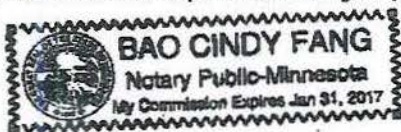


Exhibit 24

<u>GMAC Mortgage, LLC,</u>	:	COURT OF COMMON PLEAS
	:	MONTGOMERY COUNTY
Plaintiff,	:	CIVIL DIVISION
	:	
V.	:	
	:	No: 2009-25338
<u>Kenneth J. Taggart,</u>	:	
	:	
Defendant.	:	

ORDER

AND NOW, this ____ day of _____, 2014, upon consideration of the Motion of GMACM Mortgage, LLC ("GMACM") for a Stay Pending Further Relief or Directive from Bankruptcy Court before which GMACM is a debtor in bankruptcy proceedings jointly administered as *In re: Residential Capital, LLC*, 12-02020 (U.S. Bankr. S.D.N.Y.) (Glenn, J), it is hereby ORDERED, ADJUDGED, and DECREED that the Motion is GRANTED and in light of the Bankruptcy Court's September 7, 2012 Order, the instant matter is stayed in all respects, including discovery, pending further relief or directive of the Bankruptcy Court.

BY THE COURT:

TOLLIVER, J.

REED SMITH LLP

Diane A. Bettino, Esq. (Id. No. 64111)
 Barbara K. Hager, Esq. (Id. No. 88832)
 Wayne C. Stansfield, Esq. (Id. No. 81339)
 Maria T. Guerin, Esq. (Id. No. 207378)
 1650 Market Street
 2500 One Liberty Place
 Philadelphia, PA 19103
 215-851-8100

Attorneys for Plaintiff
GMAC Mortgage, LLC

GMAC Mortgage, LLC,

Plaintiff,

v.

Kenneth J. Taggart,

Defendant.

COURT OF COMMON PLEAS
 MONTGOMERY COUNTY
 CIVIL DIVISION

No: 09-25338

GMACM'S MOTION FOR A STAY
PENDING FURTHER RELIEF OR DIRECTIVE FROM BANKRUPTCY COURT

Plaintiff GMAC Mortgage, LLC ("GMACM"), by and through its undersigned counsel, respectfully files this Motion for a Stay Pending Further Relief from Bankruptcy Court (the "Motion"), by which it advises the Court of its ongoing debtor status in bankruptcy proceedings pending in a separate venue, and the need for additional direction and relief from the Bankruptcy Court before the pending claims against GMACM may be further pursued.

BACKGROUND

1. GMACM commenced a foreclosure action in 2009, and Mr. Taggart filed several amended pleadings and counterclaims.

2. On May 14, 2012, GMACM and certain of its affiliates filed voluntary petitions under Chapter 11 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York ("Bankruptcy Court"). GMACM's case is jointly

administered as part of the Chapter 11 case for the Debtor Residential Capital, LLC, et al., and is indexed as case number 12-12020 ("Bankruptcy Proceedings").

3. By virtue of the Bankruptcy Proceedings, and but for the limited relief granted by the Bankruptcy Court discussed below, all actions against GMACM and the bankruptcy estate are stayed. 11 U.S.C. § 362.

4. On May 15, 2012 and June 15, 2012, respectively, the Bankruptcy Court entered an Interim Order and a Supplemental Servicing Order, and on July 13, 2012, the Court entered the Final Supplemental Order under Bankruptcy Code Sections 105(a), 362, 363, 502, 1107(a), and 1108 and Bankruptcy Rule 9019 (i) Authorizing the Debtors to Continue Implementing Loss Mitigation Programs; (ii) Approving Procedures for Compromise and Settlement of Certain Claims, Litigations and Causes of Action; (iii) Granting Limited Stay Relief to Permit Foreclosure and Eviction Proceedings, Borrower Bankruptcy Cases, and Title Disputes to Proceed; and (iv) Authorizing and Directing the Debtors to Pay Securitization Trustee Fees and Expenses (the "Final Supplemental Order"). A true and correct copy of the Final Supplemental Order is attached hereto as **Exhibit A**.

5. Among other things, the Final Supplemental Order clarified that GMACM may file and/or proceed with pending foreclosure actions.

6. Taggart sought relief from the Bankruptcy Court regarding the foreclosure proceedings and whether he had a right to pursue then-pending 32 counterclaims in the context of foreclosure proceedings initiated by GMACM, or whether such counterclaims would violate the automatic stay.

7. On September 7, 2012, the Bankruptcy Court entered an order which granted in part and denied in part Defendant's Motion to Lift the Automatic Stay imposed pursuant to the

Bankruptcy Proceedings (the “September 7 Order”). A true and correct copy of the September 7 Order is attached hereto as **Exhibit B**.

8. In the September 7 Order, the Bankruptcy Court ordered:

The automatic stay of Bankruptcy Code section 362 is modified for the limited purpose of permitting the Foreclosure Proceeding to proceed through resolution of dispositive motion practice, by which the state court in the Foreclosure Proceeding will determine the viability of Taggart’s alleged defenses to foreclosure, and resolution of any appeals of the state court’s order in connection therewith.

Exhibit B, ¶ 2 (emphasis added). Importantly, the September 7 Order specifically dictates that:

Absent further order of the Court, the automatic stay shall remain in full force and effect except as provided for in this Order.

Id., ¶ 4.

Upon completion of any dispositive motion practice (including resolution of any appeals taken from the state court’s order(s) in connection with such dispositive motions) as permitted by paragraph 2 of this Order, Taggart may renew the Motion [] as to any of his remaining counterclaims that would otherwise be stayed by the [Final] Supplemental Servicing Order ...

Id., ¶ 5 (emphasis added).

This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Id., ¶ 6.

9. It is very clear that the September 7 Order allowed what was then a foreclosure action to proceed through resolution of dispositive motion practice, by which the state court would determine whether or to what extent any of Taggart’s then-pending 32 count counterclaims might serve as a defense to foreclosure. Id., ¶ 2.

10. On June 25, 2013, Defendant filed a “Motion for Leave to File a Third Amended Complaint [sic]” (“Motion for Leave”), which the Court granted by Order docketed on October

3, 2013 (Docket No. 348), and pursuant to which Mr. Taggart was granted 30 days to file the amended pleading ("Amended Counterclaim").

11. Although the Amended Counterclaim was not timely filed, as a collateral matter raised during a sanctions hearing conducted on December 12, 2013 (the "December 12 Hearing"), the Court expressed its intention to allow the amended filing beyond the 30 days directed in the Order.

12. On October 30, 2013, GMACM filed a Praecipe to Discontinue ("Discontinuance") (Doc. No. 355) and the foreclosure complaint was withdrawn.

13. On November 1, 2013, Mr. Taggart moved to strike the Discontinuance ("Motion to Strike" or "Petition to Reinstate") (Doc. No. 357).

14. Oral argument on the Motion to Strike is scheduled for February 5, 2014.

15. Notwithstanding the pending Motion to Strike the Discontinuance, there is currently no pending foreclosure action.

16. On January 6, 2014, Taggart filed his Amended Answer to Complaint with New Matter and Counterclaim ("Counterclaim") (Docket No. 373).

17. The Discontinuance of the Foreclosure Proceeding renders the counts of the Amended Counterclaim offensive counts as against the debtor GMACM, as opposed to potential defenses to the prior-pending foreclosure, the only permissible basis on which the Bankruptcy Court permitted them to proceed.

18. The Bankruptcy Court plainly permitted adjudication of the then-pending 32 counterclaims so that this Court could assess whether any may constitute viable defenses to the then-pending *in rem* foreclosure, and specifically ordered that thereafter, Defendant could renew

his Motion for Leave to pursue any remaining counterclaims against Plaintiff/Debtor “that would otherwise be stayed.” See September 7, 2012 Bankruptcy Order, ¶¶ 2, 5.

19. Accordingly, unless the Motion to Strike the Discontinuance scheduled for oral argument on February 5, 2014 is granted, no dispositive motion practice will transpire as a foreclosure and further relief from the Bankruptcy Court is undoubtedly required before the several counts of the Counterclaim may proceed as offensive claims against GMACM.

20. Furthermore, even if the Motion to Strike the Discontinuance were ultimately granted and the foreclosure complaint reinstated, further relief from the Bankruptcy Court is also arguably required because the September 7 Order granted limited relief for the prior-pending 32 counterclaims, and not for the counts of the Amended Counterclaim filed January 6, which include new causes of action, e.g., Negligence (Count V) and Slander of Title (Count IV).

21. Finally, the Amended Counterclaim should be stayed in light of the Proof of Claim filed by Taggart in the Bankruptcy Court prior to the filing of the Amended Counterclaims, and pursuant to which Mr. Taggart is pursuing the same relief being sought in this venue via the Amended Counterclaim. A true and correct copy of the Proof of Claim is attached hereto as **Exhibit C**.

22. In the course of the December 12, 2013 Hearing during which the Court addressed the collateral issue and allowed the Amended Counterclaim to be filed, the Court also acknowledged the need for Mr. Taggart to seek further relief or directive from the Bankruptcy Court before prosecuting his Amended Counterclaim, stating, *inter alia*:

COURT: That would probably be with the bankruptcy court in New York.
He'd be violating that order so he better get up there and do what
he has to do in New York.

...
COURT: I'm not telling New York bankruptcy court what to do.

December 12 Hearing Transcript, p. 49:13-19. A true and correct copy of the December 12 Hearing Transcript is attached hereto as **Exhibit D**.

23. Notwithstanding the instant request for relief, and without waiver of GMACM's right to the relief requested in light of its debtor status in the above-described bankruptcy proceedings, GMACM is filing preliminary objections to the Amended Counterclaim filed January 6, 2014 in an abundance of caution to ensure there is no inadvertent default. The filing of same and of any other filings are made to preserve all rights of GMACM, despite the necessity of further directive or relief from the Bankruptcy Court.

RELIEF REQUESTED

WHEREFORE, GMACM respectfully requests that the Court (i) stay the instant case in all respects including discovery until further relief and/or other directive is obtained from the Bankruptcy Court; or in the alternative (ii) stay all matters but for the pending Motion to Strike the Discontinuance.

Respectfully submitted,

By: /s/ Barbara K. Hager

Diane Bettino

Barbara K. Hager

Wayne C. Stansfield

Maria T. Guerin

REED SMITH LLP

2500 One Liberty Place

1650 Market Street

Philadelphia, PA 19103

Dated: January 27, 2014

Attorneys for Plaintiff

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)
In re:) Case No. 12-12020 (MG)
)
RESIDENTIAL CAPITAL, LLC, et al.,) Chapter 11
)
Debtors.) Jointly Administered
-----)

**FINAL SUPPLEMENTAL ORDER UNDER BANKRUPTCY CODE SECTIONS 105(a),
362, 363, 502, 1107(a), AND 1108 AND BANKRUPTCY RULE 9019 (I) AUTHORIZING
THE DEBTORS TO CONTINUE IMPLEMENTING LOSS MITIGATION PROGRAMS;
(II) APPROVING PROCEDURES FOR COMPROMISE AND SETTLEMENT OF
CERTAIN CLAIMS, LITIGATIONS AND CAUSES OF ACTION; (III) GRANTING
LIMITED STAY RELIEF TO PERMIT FORECLOSURE AND EVICTION
PROCEEDINGS, BORROWER BANKRUPTCY CASES, AND TITLE DISPUTES TO
PROCEED; AND (IV) AUTHORIZING AND DIRECTING THE DEBTORS TO PAY
SECURITIZATION TRUSTEE FEES AND EXPENSES**

Upon the motion (the "Motion")¹ of Residential Capital, LLC, and certain of its affiliates, as debtors and debtors in possession (collectively, the "Debtors") for entry of a supplemental order under Bankruptcy Code sections 105(a), 362, 363, 1107(a) and 1108, and Bankruptcy Rule 9019 (i) authorizing the Debtors to continue implementing loss mitigation programs; (ii) approving procedures for the compromise and settlement of certain claims, litigations and causes of action in the ordinary course of the Debtors' business; (iii) granting limited stay relief to permit (w) borrowers or their tenants, as applicable, to prosecute direct claims and counter-claims in foreclosure and eviction proceedings (including in states in which non-judicial foreclosure is followed), (x) borrowers to prosecute certain actions in borrower bankruptcy cases, (y) the Debtors to prosecute foreclosure actions in those circumstances where

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion. Creditors and parties-in-interest with questions or concerns regarding the Debtors' Chapter 11 cases or the relief granted herein may refer to <http://www.kecllc.net/rescap> for additional information.



1212020120713000000000011

they service senior mortgage loans and own the junior mortgage loans on the underlying property, and (z) third party lien holders to prosecute direct claims and counter-claims in actions involving the amount, validity or priority of liens on properties subject to foreclosure proceedings; and (iv) authorizing and directing the Debtors to pay certain securitization trustee fees and expenses; and the Court having considered the Whitlinger Affidavit and the Bocresion Declaration; and the Court having entered the Interim Supplemental Order on June 15, 2012 [Docket No. 391]; and the Court having entered a final order on June 15, 2012 granting the GA Servicing Motion on a final basis [Docket No. 401]; and the Court having entered a final order on June 15, 2012 granting the Non-GA Servicing Motion on a final basis [Docket No. 402]; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these Chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C §§ 1408 and 1409; and it appearing that this proceeding on the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b); and sufficient notice of the Motion having been given and it appearing that no other or further notice need be provided; and the National Association of Consumer Bankruptcy Attorneys, on its own behalf and in a representative capacity, two individuals who are debtors under Chapter 13, and Edward Boltz, counsel for those individuals, having filed jointly the Limited Omnibus Objection To The Servicing Orders And Debtors' May 31, 2012 Motion For A Supplemental Order [Docket No. 221] (the "NACBA Objection"); and the Committee having filed the Omnibus Response And Reservation Of Rights Of The Official Committee Of Unsecured Creditors To Certain Of The Debtors' First Day Motions [Docket No. 240]; and the Debtors having filed the Omnibus Reply To Objections To Entry Of Final Orders For Specific "First Day" Motions And Related Relief [Docket. No. 254]; and upon the record of the hearing; and it appearing that the relief requested

by the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and after due deliberation thereon; and any objections to the Motion, including the NACBA Objection, having been withdrawn, resolved, or overruled on the merits; and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED on a final basis, as set forth herein, and any objections to the Motion are hereby overruled;

Loss Mitigation Programs

2. The Debtors are authorized, but not directed in their sole and absolute discretion and subject to available funding, to continue developing and implementing loss mitigation programs and procedures in the ordinary course of their businesses *nunc pro tunc* to the Petition Date, including, but not limited to, making incentive payments to borrowers in connection with the closing of short sales, or vacating properties in lieu of foreclosure or eviction proceedings, or in the form of borrower rebates for loan payoffs including honoring all obligations related thereto that accrued in whole or in part prior to the Petition Date (collectively, the "Loss Mitigation Programs"); provided, however, that the aggregate cash payments made by the Debtors to individual borrowers under the Loss Mitigation Programs that are not reimbursed to the Debtors shall not exceed \$550,000 per month (the "Monthly Cap"), absent consent of the Committee or further order of the Court; provided, further, however, that to the extent the Debtors do not exceed the Monthly Cap in any month they shall be entitled to utilize the difference between the actual amount and the Monthly Cap in any succeeding month. The Debtors shall provide monthly reports to the Committee and the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee"), which reports shall be in a

form agreed to by the Debtors and the Committee and such additional information as shall be reasonably requested by the Committee, in each case, concerning the Loss Mitigation Programs.

3. Cash payments made by the Debtors to individual borrowers under the Loss Mitigation Programs for which the Debtors are not reimbursed shall not exceed \$4.2 million in the aggregate, absent consent of the Committee or further order of the Court. For the avoidance of doubt, the limitation on the amount of cash payments provided for in this paragraph 3 is in addition to the limitation on the amount of cash payments provided for in paragraph 12 hereof.

Settlement Procedures

4. The Debtors are authorized, but not directed to compromise and settle certain claims brought by the Debtors against any non-insider third parties in connection with foreclosure, eviction, or borrower bankruptcy proceedings (each a "Settling Party") or by a Settling Party against any of the Debtors (each, a "Claim") in accordance with the following two-tiered procedures (the "Settlement Procedures"):

Tier I: The Debtors, in their sole discretion, may enter into, execute and consummate written agreements of settlement with respect to Claims that will be binding on the Debtors and their estates without further action by this Court or notice to any party and grant such Settling Parties cash payments or allowed prepetition claims in amounts not to exceed \$40,000 in full settlement of such Claim (each, a "Tier I Settlement").

Tier II: The Debtors may enter into, execute and consummate written agreements of settlement with respect to Claims that will be binding on the Debtors and their estates without further action by this Court or notice to any party and grant such Settling Parties cash payments or allowed prepetition claims in amounts exceeding \$40,000 but less than \$100,000 in full settlement of such Claims (each, a "Tier II Settlement"); provided, that in each case:

(a) The Debtors must provide advance written notice (by formal or informal means, including by e-mail correspondence) of the terms of any Tier II Settlement to (x) the U.S. Trustee, 33

Whitehall Street, 21st Floor, New York, New York 10004, Attn: Brian S. Masumoto, (y) counsel for the Committee, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas New York, NY 10036, Attn: Kenneth H. Eckstein and Douglas H. Mannal; and (z) counsel to the administrative agent for the Debtors' providers of debtor in possession financing, Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036, Attn: Kenneth S. Ziman and Jonathan H. Hofer (collectively the "Notice Parties")

(b) Those Notice Parties wishing to object to any proposed Tier II Settlement must serve a written objection (by formal or informal means, including by e-mail correspondence) on the Debtors, so that it is received by no later than 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days from the date the Notice Parties received written notice of such Tier II Settlement (the "Settlement Objection Deadline"). Objections should be addressed to the proposed attorneys for the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104, Attn: Darren M. Nashelsky (LNashelsky@mof.com) and Norman S. Rosenbaum (NRosenbaum@mof.com).

(c) If the Debtors receive a timely objection from a Notice Party, the parties will confer and attempt to resolve any differences. Failing that, the Debtors may petition the Court for approval of the Tier II Settlement in accordance with any case management orders entered in the Chapter 11 cases. An objection by a Notice Party with respect to a given Tier II Settlement shall not delay the finality or effectiveness of any other settlement to which an objection has not timely been delivered.

(d) If the Debtors do not receive a written objection to a Tier II Settlement from a Notice Party by the Settlement Objection Deadline, then such Tier II Settlement shall be deemed approved and the Debtors and Settling Parties may carry out the terms of such Tier II Settlement without further notice or Court approval.

5. The Debtors shall be required to seek approval from the Court in order to enter into and consummate any proposed settlement of a Claim with a settlement amount in excess of \$100,000.

6. The Debtors are authorized in their sole discretion, but not directed, to settle claims where some or all of the consideration is being provided by a third party and/or

where the Debtors are releasing claims against creditors or third parties provided the Debtors otherwise comply with the Settlement Procedures.

7. The Settlement Procedures are without prejudice to the right of the Debtors to seek an order of this Court approving additional or different procedures with respect to specific claims or categories of claims. For claims relating to matters specified in paragraphs 14(a) and 15(a) of this Order that were resolved pursuant to a settlement prior to the Petition Date, but where such settlement has not been consummated, the Debtors are authorized, but not directed to, consummate said settlements in accordance with the Settlement Procedures set forth in this Order.

8. Notwithstanding anything to the contrary contained herein, this Order shall not affect, impair, impede or otherwise alter the right of the Debtors to resolve any prepetition or postpetition controversy arising in the ordinary course of the Debtors' businesses, or resolve any controversy authorized by any other order of the Court.

9. Nothing in this Order or the Motion shall constitute a determination or admission of liability or of the validity or priority of any claim against the Debtors, and the Debtors reserve their rights to dispute the validity or priority of any claim asserted.

10. The authority granted in this Order shall not replace or obviate the need to comply with the Debtors' internal procedures, legal or otherwise, for authorizing the settlements contemplated in the Motion. All settlements made pursuant to the Settlement Procedures shall, to the extent applicable, be made in accordance with the Debtors' settlement procedures in effect as of the Petition Date (the "Internal Settlement Protocol") and as may be amended from time; provided, however, that the Debtors shall provide the Committee and the U.S. Trustee with notice of any material changes to the Internal Settlement Protocol.

11. The Debtors shall provide monthly reports to the Committee and the U.S.

Trustee, which reports shall be in a form agreed to by the Debtors and the Committee, and such additional information as shall be reasonably requested by the Committee, in each case, concerning settlements of any Claims pursuant to the Settlement Procedures.

12. Cash payments made by the Debtors under the Settlement Procedures shall not exceed \$4 million in the aggregate, absent consent of the Committee or further order of the Court.

13. Any period prescribed or allowed by the Settlement Procedures shall be computed in accordance with Bankruptcy Rule 9006.

Limited Relief from Automatic Stay

Borrower Foreclosure And Eviction Proceedings

14. The stay imposed by section 362(a) of the Bankruptcy Code applicable to (a) pending and future foreclosure actions initiated by the Debtors or in those states providing for non-judicial foreclosures, by a borrower; and (b) pending and future eviction proceedings with respect to properties for which a foreclosure has been completed or is pending, is hereby modified pursuant to the following terms and conditions:

(a) except as set forth herein, a borrower, mortgagor, or lienholder (each, an "Interested Party") shall be entitled to assert and prosecute direct claims and counter-claims relating exclusively to the property that is the subject of the loan owned or serviced by a Debtor for the purposes of defending, unwinding, or otherwise enjoining or precluding any foreclosure, whether in a Judicial State or a Non-Judicial State, or eviction proceeding, where a final judgment (defined as any judgment where the right to appeal or seek reconsideration has expired or has been exhausted) permitting the foreclosure or

eviction has not been awarded or, with respect to completed foreclosure sales in Non-Judicial States, where any applicable challenge period has not yet expired, and to prosecute appeals with respect to any such direct claims or counter-claims;

(b) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all pending and future Interested Party direct claims and counter-claims: (i) for monetary relief of any kind and of any nature against the Debtors, except where a monetary claim must be plead in order for an Interested Party to assert a claim to defend against or otherwise enjoin or preclude a foreclosure (each a "Mandatory Monetary Claim"); (ii) for relief that if granted, would not terminate or preclude the prosecution and completion of a foreclosure or eviction; or (iii) asserted in the form of a class action or collective action;

(c) absent further order of the Court, the stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Interested Party on behalf of any other Interested Party or class of Interested Parties;

(d) under no circumstances shall an Interested Party be entitled to enforce against, recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of this Order, including, without limitation, a Mandatory Monetary Claim;

(e) the Debtors shall retain the right, upon appropriate motion and notice to any affected Interested Party, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by this Order and to the extent such relief is sought, the

Debtors will not object to the Interested Party's telephonic participation at any hearing on the motion; and

(f) nothing set forth herein shall preclude or limit any Interested Party from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

Borrower Bankruptcy Proceedings

15. The automatic stay imposed by section 362(a) of the Bankruptcy Code applicable against a borrower who currently has filed, or in the future files, for bankruptcy protection under any chapter of the Bankruptcy Code (a "Bankruptcy Borrower"), is hereby modified pursuant to the following terms and conditions:

(a) except as set forth herein, a Bankruptcy Borrower or a trustee duly appointed under the Bankruptcy Code in the Bankruptcy Borrower's bankruptcy case (a "Bankruptcy Trustee") shall be entitled to: (i) assert and prosecute or continue to prosecute an objection to the Debtors' proof of claim filed in the Bankruptcy Borrower's bankruptcy case; (ii) assert and prosecute or continue to prosecute an objection to the Debtors' motion for relief from the automatic stay filed in the Bankruptcy Borrower's bankruptcy case; (iii) commence or continue to prosecute against the Debtors a motion or adversary proceeding, as applicable, to determine the validity, priority or extent of a Debtor's lien against the Bankruptcy Borrower's property; (iv) commence or continue to prosecute against the Debtors a motion or adversary proceeding, as applicable, to reduce (including to reduce to \$0) or fix the amount of the Debtors' claim or lien against the Bankruptcy Borrower's property; (v) prosecute appeals with respect to items (i) through (iv) above; (vi) seek an accounting from the Debtors with respect to the Bankruptcy

Borrower's loan; and (vii) enter into, execute and consummate a written agreement of settlement with the Debtors where the Debtors elect to enter into such settlement in their sole discretion (but subject to the Settlement Procedures), to resolve items (i) through (vi) above;

(b) except as set forth herein, a Bankruptcy Borrower shall be entitled to (i) engage in court-supervised or court-authorized loss-mitigation programs regarding Bankruptcy Borrower's loan; and (ii) engage in discussions with the Debtors and execute a modification of the Bankruptcy Borrower's loan or otherwise discuss, enter into and consummate settlements of claims and liens in accordance with the ordinary course of the Debtors' business and applicable law;

(c) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all Bankruptcy Trustee's and Bankruptcy Borrower's direct claims, counter-claims, motions or adversary proceedings: (i) for monetary relief of any kind and of any nature against the Debtors; (ii) for violation of any local, state or federal statute or other law in connection with the origination of the Bankruptcy Borrower's loan; (iii) for relief that if granted, would have no effect on the amount, validity or priority of the Debtors' claim or lien against a Bankruptcy Borrower or the property of the Bankruptcy Borrower securing such claim or lien of the Debtors; or (iv) asserted in the form of a class action or collective action; provided however, a Bankruptcy Trustee or Bankruptcy Borrower, solely in connection with their objections to Debtors' proof of claim permitted by paragraph 15(a)(i) or proceedings permitted by 15(a)(iii), may assert claims of the type covered by subsection (i) or (ii) of this paragraph 15(c);

(d) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Bankruptcy Borrower on behalf of any other class of borrowers;

(e) with the sole exception of objections to Debtors' proofs of claim permitted by paragraph 15(a)(i) above and proceedings described in 15(a)(iii) above and solely for purposes of reducing any such claim and not for the purpose of obtaining an affirmative recovery or award, under no circumstances shall a Bankruptcy Borrower or Bankruptcy Trustee be entitled to recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of this Order;

(f) the Debtors shall retain the right, upon appropriate motion and notice to any Bankruptcy Borrower or Bankruptcy Trustee, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by this Order and to the extent such relief is sought, the Debtors will not object to the Interested Party's telephonic participation at any hearing on the motion; and

(g) nothing set forth herein shall preclude or limit any Bankruptcy Borrower or Bankruptcy Trustee from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

Foreclosures By The Debtors On Senior Loans

16. The stay imposed by section 362(a) of the Bankruptcy Code applicable to pending and future foreclosure actions initiated by the Debtors in cases where they act as

servicer for the Senior Loan and also own (or for which the applicable public land records otherwise reflect that the Debtors hold an interest) the Junior Loan with respect to the underlying property (collectively, the "Junior Foreclosure Actions") is hereby modified pursuant to the following terms and conditions:

(a) except as otherwise set forth herein, the Debtors shall be entitled to assert and prosecute Junior Foreclosure Actions, whether in a Judicial State or a Non-Judicial State;

(b) the Debtors shall be entitled to take such actions as are necessary to extinguish the lien with respect to a Junior Loan or to otherwise ensure clear and marketable title with respect to the property underlying a Senior Loan in connection with any sale or other disposition of such property;

(c) the Debtors shall be entitled to seek all appropriate relief with respect to a Senior Loan in connection with the bankruptcy cases of a Bankruptcy Borrower without further order of the Court; and

(d) the Debtors shall provide monthly reports to the Committee and the U.S. Trustee, which reports shall be in a form agreed to by the Debtors and the Committee, and such additional information as shall be reasonably requested by the Committee, in each case, concerning Junior Foreclosure Actions.

D. Actions Involving Amount, Validity Or Priority Of Liens

17. The stay imposed by section 362(a) of the Bankruptcy Code applicable to actions involving the amount, validity, and/or priority of liens commenced by third parties purporting to have a lien interest or other claim ("Third Party Claimants") with respect to

properties that are subject to mortgages owned or serviced by the Debtors (“Title Disputes”) is hereby modified pursuant to the following terms and conditions:

(a) except as otherwise set forth herein, a Third Party Claimant shall be entitled to assert and prosecute direct claims and counter-claims relating exclusively to the property that is the subject of the loan owned or serviced by a Debtor in connection with any Title Dispute, and to prosecute appeals with respect to any such direct claims or counter-claims;

(b) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all pending and future Third Party Claimant direct claims and counter-claims: (i) for monetary relief of any kind and of any nature against the Debtors; (ii) for relief that is not necessary for the resolution of the Title Dispute; or (iii) asserted in the form of a class action or collective action;

(c) absent further order of the Court, the stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Third Party Claimant on behalf of any other Third Party Claimant or class of Third Party Claimants;

(d) under no circumstances shall a Third Party Claimant be entitled to enforce against, recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of the Order;

(e) the Debtors shall be entitled to take such actions as are necessary to clear title with respect to property that is subject to a Title Dispute or to otherwise ensure

clear and marketable title with respect to such property in connection with any sale,
foreclosure or other disposition of such property;

(f) the Debtors shall retain the right, upon appropriate motion and
notice to any affected Third Party Claimant, to seek to impose any provision of section
362(a) of the Bankruptcy Code modified by the Order; and

(g) nothing set forth herein shall preclude or limit any Third Party
Claimant from seeking relief from the automatic stay under section 362(a) of the
Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

Payment of Securitization Trustee Fees and Expenses

18. The Debtors shall continue to perform all of their respective servicing
duties and servicing related duties, including, but not limited to, their duties as master servicer,
under all the governing agreements (including, without limitation, pooling and servicing
agreements, servicing agreements, or any other agreements concerning or relating to the Debtors'
obligations to reimburse and/or indemnify for reasonable fees, costs, expenses, liabilities, and/or
losses) (collectively, the "Agreements") relating to Debtor-sponsored securitization transactions
and non-Debtor sponsored securitization transactions to which any of The Bank of New York
Mellon Trust Company, N.A., Wells Fargo Bank, N.A., Deutsche Bank Trust Company
Americas, Deutsche Bank National Trust Company, or U.S. Bank National Association, or any
affiliate of such entities acts as trustee for which any Debtor performs servicing duties, in each of
their respective capacities as trustee (collectively, the "Trustees") and one or more of the Debtors
is a party, including but not limited to, making all principal, interest or other servicing advances
(including property protection advances) and reimbursing, indemnifying, defending and holding
harmless the Trustees and the securitization trusts for any liability, loss, or reasonable fees, cost

or expense (including fees and disbursements of counsel or agents) incurred by any of the Trustees in the performance of their duties or their administration of the trusts or other agencies under the Agreements to the extent required by the Agreements. For the avoidance of doubt, the Debtors shall pay the reasonable, actual out-of-pocket costs and expenses of the Trustees in connection with reviewing and analyzing the request by the Debtors to approve the MBS Settlement Agreement, and in connection with reviewing and analyzing amendments to the Agreements as necessary or appropriate in connection with any proposed Chapter 11 plan, the MBS Settlement Agreement or the Platform Sale. Notwithstanding the foregoing, nothing in this paragraph 18 shall require any Debtor (i) to repurchase any mortgage loans on the basis of alleged breaches of representations, warranties or other requirements of the Agreements, or make any make-whole payments with respect to any mortgage loans pursuant to the Agreements; or (ii) to enforce, as against any other Debtor entity or any non-Debtor affiliate, any provision of the Agreements under which such other Debtor entity or non-Debtor affiliate are required to repurchase any mortgage loans on the basis of alleged breaches of representations, warranties or other requirements of the Agreements, or make any make-whole payments with respect to any mortgage loans pursuant to the Agreements; and nothing in this paragraph 18 shall be deemed to impose liability on any Debtor with respect to such alleged breaches or make-whole payment requirements.

19. The Trustees shall submit invoices to (a) counsel to the Debtors, (b) counsel to the Committee, and (c) the U.S. Trustee, and all such invoices shall include (i) an itemization of all professional fees by task with a detailed description of the work performed in connection with such task, (ii) a description of related expenses, and (iii) a description of any indemnity claims. Thereafter, within thirty (30) days of presentment of such invoices, if no

written objections to the reasonableness of the fees and expenses charged in any such invoice (or portion thereof) is made by the Debtors, the Committee, or the U.S. Trustee, the Debtors are authorized and directed to pay all reasonable fees, costs and expenses and all indemnity claims referred to in paragraph 18 (including without limitation, attorney, financial advisor, consultant and expert fees and costs) incurred postpetition by any of the Trustees relating to the performance of each of the Trustees' duties or the administration of the trusts or other agencies under the Agreements (the "Trustee Expenses") that are not subject to an objection by the Debtors, the Committee, or the U.S. Trustee without further order from the Court. Any objection to the payment of the Trustee Expenses shall be made only on the basis of "reasonableness," and shall specify in writing the amount of the contested fees and expenses and a detailed basis for such objection. To the extent an objection only contests a portion of an invoice, the undisputed portion thereof shall be promptly paid. If any such objection to payment of an invoice (or any portion thereof) is not otherwise resolved between the Debtors, the Committee, or the U.S. Trustee and the issuer of the invoice, either party may submit such dispute to the Court for a determination as to the reasonableness of the disputed amounts. This Court shall resolve any dispute as to the reasonableness of any fees and expenses.

20. To the extent either the Committee, or the RMBS Trustees determine that the Trustee Expenses were improperly or mistakenly allocated to an RMBS trust or to the Debtors' estates, the Committee and the RMBS Trustees reserve the right to seek to correct the allocation of the Trustee Expenses as between the RMBS trusts or the Debtors' estates in accordance with the applicable Agreement, and such adjustment shall be the Committee's and RMBS Trustees' sole remedy arising from a misallocation. All Trustee Expenses for which (a) no objection under paragraph 19 has been interposed, or (b) where such an objection has been

interposed and the amount of Trustee Expenses determined by the Court to be reasonable, shall be entitled to administrative expense priority in the Debtors' Chapter 11 cases notwithstanding the entry of an order authorizing the assumption and assignment or rejection of any Agreement. However, the Debtors will not be responsible for any fees, costs and expenses incurred with respect to any Agreement after the entry of an order in the Debtors' Chapter 11 cases authorizing the rejection of such Agreement.

21. If any or all of the provisions of this Order are hereafter reversed, modified, limited, vacated or stayed, such reversal, stay, modification or vacatur shall not affect the validity, priority or enforceability of any Trustee Expenses incurred prior to the actual receipt of written notice by the Trustees of the effective date of such reversal, stay, modification or vacatur (the "Notice Date"). Notwithstanding any such reversal, stay, modification or vacatur, the payment of any Trustee Expenses incurred prior to the Notice Date and reimbursed prior to or after the Notice Date by the Debtors shall be governed in all respects by the original provisions of this Order, and the Trustees shall be entitled to all of the rights, remedies, privileges and benefits granted in this Order with respect to payment of Trustee Expenses.

22. Notwithstanding the Debtors' obligations set forth in paragraphs 18 and 19, nothing in this Order shall be deemed to limit, extinguish, or prejudice the Debtors' rights in any way to assume and assign or reject any Agreement in accordance with Bankruptcy Code section 365.

Other Relief

23. Any disputes regarding the extent, application and/or effect of the automatic stay under this Order shall be heard and determined in the Debtors' jointly administered bankruptcy cases pending in the United States Bankruptcy Court for the Southern

District of New York, Case No. 12-12020 in accordance with the Case Management Order entered in the Debtors' cases [Docket No. 141] and such other and further orders as may be entered by the Court.

24. The Debtors are authorized and empowered to take all actions and execute such documents as may be necessary or appropriate to carry out the relief granted herein.

25. Nothing herein shall be deemed to limit the rights of the Debtors to operate their business in the ordinary course, and no subsequent order shall be required to confirm such rights.

26. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall constitute, nor is it intended to constitute, the assumption of any contract or agreement under Bankruptcy Code section 365 or the waiver by the Debtors or their non-Debtor affiliates of any of their rights pursuant to any agreement by operation of law or otherwise.

27. Notwithstanding anything to the contrary in this Order, any action to be taken pursuant to the relief authorized in this Order is subject to the terms of any cash collateral order or debtor in possession financing order entered in these chapter 11 proceedings. All amounts authorized to be paid pursuant to this Order are subject to the limitations and restrictions imposed by the Approved DIP Budget (as defined in the DIP Credit Agreement). To the extent that there is any inconsistency between the terms of this Order and the terms of any order relating to postpetition financing or cash collateral, the terms of the orders relating to postpetition financing or cash collateral shall govern.

28. Notwithstanding anything herein to the contrary, this Order shall not modify or affect the terms and provisions of, nor the rights and obligations under, (a) the Board

of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the consent judgment entered April 5, 2012 by the District Court for the District of Columbia, dated February 9, 2012, (c) the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012, and (d) all related agreements with AFI and Ally Bank and their respective subsidiaries and affiliates.

29. Nothing in this Order shall discharge, release, or otherwise preclude any setoff or recoupment right of the United States of America, its agencies, departments, or agents.

30. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

31. Notwithstanding the possible applicability of Bankruptcy Rules 2002(a)(3), 6004(h), 7062 or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

32. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: July 13, 2012
New York, New York

/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

EXHIBIT B

Case# 2009-25338-378 Received at Montgomery County Prothonotary on 01/27/2014 3:44 PM, Fee = \$0.00

**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:	)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u>,	)	Chapter 11
)	
Debtors.	)	Jointly Administered
)	
)	
)	
_____)	

**ORDER GRANTING IN PART AND DENYING IN PART
 THE TAGGART MOTION TO LIFT THE AUTOMATIC STAY**

Upon consideration of Kenneth J. Taggart's ("**Taggart**") *Motion for Leave to File Motion Pursuant to Stay & Relief (and Clarification from Bankruptcy Court)* (ECF Doc. # 263) (the "**Motion**"),¹ and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and after due deliberation thereon; and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that notice of the Motion was adequate and proper under the circumstances of these cases and that no further or other notice need be given; and upon consideration of the *Debtors' Omnibus Objection to Motions for Relief from the Automatic Stay Scheduled for Hearing on July 10, 2012* (ECF Doc. # 682), the *Debtors' Supplement in Further Opposition to Motion of Kenneth Taggart for Leave to File Motion Pursuant Stay & Relief (and Clarification from Bankruptcy Court)* (ECF Doc. # 968) (the

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Supplement (defined below).

“**Supplement**”), the *Debtors’ Memorandum of Law Regarding Counterclaims Asserted by Kenneth Taggart in State Court Foreclosure Proceedings* (ECF Doc. # 969) and Taggart’s *Supplemental Brief in Support of “Motion to Clarification of Stay and Relief from Stay”* (ECF Doc. # 1115); and upon the arguments and statements in support and in opposition of the Motion presented at the hearings before the Court; and the Court having issued its *Memorandum Opinion Granting in Part and Denying in Part the Taggart Motion to Lift the Automatic Stay* (ECF Doc. # 1148); it is hereby:

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED in part and DENIED in part, as provided in this Order.
2. The automatic stay of Bankruptcy Code section 362 is modified for the limited purpose of permitting the Foreclosure Proceeding to proceed through resolution of dispositive motion practice, by which the state court in the Foreclosure Proceeding will determine the viability of Taggart’s alleged defenses to foreclosure, and resolution of any appeals of the state court’s order in connection therewith.
3. Notwithstanding anything herein to the contrary, the relief granted herein shall not prevent Taggart or GMAC Mortgage from seeking an extension of any deadline fixed by the Court presiding over the Foreclosure Proceeding for completion of discovery.
4. Absent further order of the Court, the automatic stay shall remain in full force and effect except as provided for in this Order.
5. Upon completion of any dispositive motion practice (including resolution of any appeals taken from the state court’s order(s) in connection with such dispositive motions) as permitted by paragraph 2 of this Order, Taggart may renew the Motion (the “**Renewed Motion**”) as to any of his remaining counterclaims that would otherwise be stayed by the Supplemental

Servicing Order by filing a notice of renewal (the “**Renewal Notice**”) and the Renewed Motion shall be heard at the next regularly scheduled omnibus hearing date that is more than fourteen (14) days from the date of filing of the Renewal Notice.

6. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: September 7, 2012
New York, New York

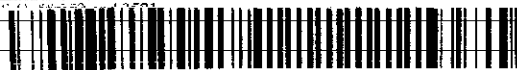
/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

EXHIBIT C

Claim #5257 Date Filed: 11/15/2012

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK			PROOF OF CLAIM
Name of Debtor and Case Number: Residential Capital, LLC, Case No. 12-12020			
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Residential Capital, LLC - GMAC Mortgage, LLC			<input type="checkbox"/> Check this box if this claim amends a previously filed claim.
Name and address where notices should be sent: Kenneth Taggart, 45 Heron Rd, Holland, Pa. 18966			Court Claim Number: (If known)
Telephone number: 215-774-1585 email: appraisals@verizon.net			Filed on: Nov 13 2012
Name and address where payment should be sent (if different from above):			<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: email:			5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.
1. Amount of Claim as of Date Case Filed: \$ 450,000,000 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
2. Basis for Claim: Adversary Complaint 11-13-12 & All claims made in complaints in Cases attached. (See instruction #2)			<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4).
3. Last four digits of any number by which creditor identifies debtor: 3466	3a. Debtor may have scheduled account as: see complaints filed (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ 350000 Annual Interest Rate 6.5 % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim. If any: \$ 225000 estimate Basis for perfection: First - False Claims Amount of Secured Claim: \$ Amount Unsecured: \$			<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ (See instruction #6)			<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(11).
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			Amount entitled to priority: 450,000,000
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: KENNETH TAGGART Title: Company: Address and telephone number (if different from notice address above): 45 heron rd, holland pa 18966 45 heron rd, holland pa 18966 Telephone number: 215-774-1585 Email: appraisals@verizon.net			* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18			COURT USE ONLY



121202012111500000000098

Case# 2009-25338-378 Received at Montgomery County Prothonotary on 01/27/2014 3:44 PM, Fee = \$0.00

United States Bankruptcy Court
Southern District of New York

Proof of Claim – Addendum of Kenneth Taggart, Creditor

Residential Capital, LLC, Case No. 12-12020

All claims made in Cases filed in the following cases & courts are part of The Proof of Claims form filed with this court.

1) GMAC v Taggart, Court of Common Pleas, Montgomery County Pennsylvania,
(##2009-25338)

2) Taggart v GMAC Mortgage, LLC , et al,

2:2012cv00415 – District Court for The Eastern District of Pennsylvania

3) Taggart v Montgomery County, et al,

2:2012cv01913 - District Court for The Eastern District of Pennsylvania

4) All Claims made in The Adversary complaint filed by Kenneth Taggart

In this court regarding this case. United States Bankruptcy Court – Southern

District of New York. ResCap 12-12020

Kenneth Taggart, Nov 13, 2012

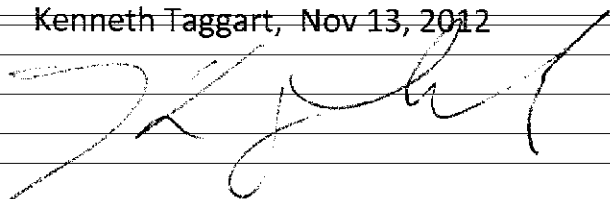
A handwritten signature in black ink, appearing to read 'K Taggart', is written over the typed name and date.

EXHIBIT D

Case# 2009-25338-378 Received at Montgomery County Prothonotary on 01/27/2014 3:44 PM, Fee = \$0.00

IN THE COURT OF COMMON PLEAS
IN AND FOR THE COUNTY OF MONTGOMERY, PENNSYLVANIA
CIVIL DIVISION

GMAC MORTGAGE, LLC

vs.

KENNETH J. TAGGART

:

:

:

:

:

:

NO. 09-25338

Hearing on Defendant's Motion for Sanctions

Thursday, December 12, 2013
Commencing at 9:09 a.m.

Courtroom "E"
Montgomery County Courthouse
Norristown, Pennsylvania

BEFORE: THE HONORABLE ARTEUR R. TILSON, JUDGE

COUNSEL APPEARED AS FOLLOWS:

WAYNE C. STANSFIELD, ESQUIRE
for the Plaintiff

ROBERT BIRCH, ESQUIRE
for the Defendant

ALSO PRESENT:

TIMOTHY J. LYON, ESQUIRE
for Jeffrey Stephan

Jennifer A. Gillespie, RMR
Official Court Reporter
Montgomery County Courthouse

1 GMAC MORTGAGE, LLC vs. KENNETH TAGGART 2

2 THE COURT: Good morning,
3 everybody.

4 MR. STANSFIELD: Good morning.

5 MR. BIRCH: Good morning, Your
6 Honor.

7 THE COURT: All right. We have
8 here today three lawyers; is that right? And hiding in
9 the back, he's a non-party. Timothy Lyon, is that you?

10 MR. LYON: Yes, sir.

11 THE COURT: You're a non-party.
12 What does that mean?

13 MR. LYON: I represent Jeffrey
14 Stephan who is a witness that has --

15 THE COURT: He was subpoenaed for a
16 deposition?

17 MR. LYON: He was noticed for a
18 deposition, Your Honor.

19 THE COURT: He's a non-party,
20 though?

21 MR. LYON: That's correct.

22 THE COURT: Okay. Well, you can
23 stay up here. That's all right. We won't bite you.

24 MR. LYON: Okay. Very good.

25 THE COURT: So this is the matter

1 GMAC MORTGAGE, LLC vs. KENNETH TAGGART 3
2 of GMAC versus Taggart. And it's a Motion for
3 Reconsideration of the Order of December the 2nd,
4 right, by Mr. Birch?

5 MR. BIRCH: It's a Motion for
6 Sanctions, Your Honor.

7 THE COURT: A Motion for Sanctions.
8 Okay.

9 MR. BIRCH: Yes.

10 THE COURT: What about the Motion
11 for Reconsideration? We're not arguing that today,
12 right?

13 MR. BIRCH: I don't think so, Your
14 Honor.

15 THE COURT: Okay. I have 20 days
16 to decide that. I got a couple more days. 30 days
17 actually.

18 MR. BIRCH: I can actually explain
19 it, if I may, a real brief procedure.

20 THE COURT: Why don't you have a
21 seat.

22 MR. BIRCH: Here's what happened,
23 Your Honor. And I won't go into the whole -- I know
24 you're well familiar with this case, but we had -- Your
25 Honor had issued a discovery order allowing the

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 4

defendant to proceed on his counterclaims, discovery on his counterclaims until September 21st, which was then agreed extended to October 21st by myself and Ms. Hager for GMAC. And I have the agreement here.

However, on September 13th, because of GMAC's refusal to produce Jeffrey Stephan, who is a party and a factual witness in this case, he signed the verification to the Complaint, he signed pleadings in this case, we had an argument before Discovery Master Cheryl Young. The argument essentially from GMAC was that he had been -- Mr. Stephan had been deposed before in other jurisdictions, and then I was just going to rehash things. Cheryl Young specifically rejected all those arguments. Not once did the other side raise the fact that Mr. Stephan was not working for GMAC at all.

Your Honor then issued an order dated September 30th ordering Mr. Stephan to appear for a deposition. So this is not a failure to notice or subpoena; this is a court order, Your Honor. There was no reconsideration sought of this order by the plaintiff at all.

What happened is then I had an e-mail exchange. I noticed Mr. Stephan's deposition for October 16th. I had an e-mail exchange with

EMAC MORTGAGE, LLC vs. KENNETH TAGGART

5

Ms. Hager. Ms. Hager, in fact, said to me -- I had e-mailed her the deposition notice. She said, Well, I have to speak to his private counsel. And I e-mailed her back and I said, You're Mr. Stephan's attorney. He's an employee of your company. And this is the same arguments, Your Honor, that were made before Master Young. What Ms. Hager said on October 7th was, Actually, I'm not his attorney. I'm the lawyer for the company. That does mean I represent everyone who works there, never once saying he doesn't work there, Your Honor.

On October 14th, I get an e-mail, now from a Mr. Schwab who's not here, but counsel standing in for him, that says they're just simply not going to produce Mr. Stephan, that I didn't subpoena him for a deposition. I said, We have a court order. They didn't appear on the 16th, Your Honor.

Also, they failed to produce another party Scott Zeitz, even though I have that, and that's the Motion for Reconsideration, Your Honor. But here's what happened. The last time we were before Your Honor, you allowed me to file a Third Amended Counterclaim, Answer to New Matter and Counterclaim. Mr. Taggart still has pending counterclaims. They

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

6

weren't mooted.

What happened is GMAC ran in and then filed a praecipe to discontinue the action. The prothonotary then marked the file, the action closed on the docket. When I went to file, the prothonotary wouldn't take it. They wouldn't take my answer and counterclaim. But GMAC, Your Honor, was simply, in my view, was just trying to avoid all this, just not comply with the orders, but what they're trying to do is to prevent Mr. Taggart from proceeding on his counterclaims, which they can't do. They can't end the action. So --

THE COURT: And so I'm just trying to think of the big picture. So I don't remember because I have so many of these cases involving GMAC and all the other different banks. Is this a foreclosure on a mortgage?

MR. BIRCH: It is. And then Mr. Taggart's counterclaims specifically centered around GMAC forced placed insurance, the insurance that they were charging him for which there was nonexistent insurance.

THE COURT: So would that prevent them from going forward and foreclosing on his

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 7

property? I would think not. I mean, so he might have a counterclaim to get some of the money when they ultimately sell the property back or something like that, wouldn't they?

MR. BIRCH: Right, but Mr. Taggart, we have challenged the counterclaim. We have challenged GMAC's standing and the ability to file a foreclosure action. If Your Honor will recall -- and I have a copy of the order --

THE COURT: Wasn't Mr. Taggart here a lot of times by himself?

MR. BIRCH: He was pro se for a long time until I entered my appearance.

THE COURT: And so I'm just trying to think of like the big picture just to get a feel -- I don't want to get caught up in all the different legal niceties, but still I like to know what the big picture and how this all fits in. Is this something -- I'm thinking to myself, is Mr. Taggart or you on behalf of Mr. Taggart -- I'm not being wise or funny or disrespectful -- is this a delaying tactic?

MR. BIRCH: No.

THE COURT: He probably owes a couple hundred thousand dollars. That's what happens

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 8

in these cases, and they're worried about the insurance
is not -- appropriate charges the insurance.

MR. BIRCH: No. Actually, Your
Honor. The big picture is the federal bankruptcy
court, if you recall, specifically allowed -- and I
have the order here -- allowed Mr. Taggart to present,
file the defenses to the foreclosure in state court,
and that's what's been pending here. He has challenged
the ability of GMAC to own the note, to hold the note,
to have standing. And actually, Your Honor, we just
now found out that GMAC several months ago, without
informing any party or this court, actually sold or
assigned the mortgage to Ocwen and they filed a
recording in the recorder of deeds.

THE COURT: So here's the big
picture. So right now, as far as Mr. Taggart's
concerned, he's sitting in the house, not having paid
the mortgage for a while, and he has this counterclaim,
but it's not against -- perhaps not against GMAC
anymore; it's against Ocwen -- I've dealt with them
before, too. So why wouldn't he just fold his hands
and go away and wait around for Ocwen to do something
and then file your counterclaim then? Why are we doing
this? I'm just trying to get an idea.

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

9

MR. BIRCH: Well, because he has a statute issue, Your Honor. He's been ordered by the bankruptcy court to proceed with these counterclaims and to proceed until dispositive motions, I guess summary judgment or what have you, are finally -- take place in this court.

THE COURT: So the statute is a statute of limitations, is that what it is?

MR. BIRCH: It's a statute of limitations. And it's his ability, I guess, to go back -- if I may, Your Honor, it says that the bankruptcy court lifted the automatic stay to allow to modify for limited purpose of permitting the foreclosure proceeding to proceed through resolution of dispositive motion practice by which the state court and the foreclosure proceeding will determine the availability of Taggart's alleged defenses to foreclosure and resolution of any appeals of the state court's order.

THE COURT: So, now, I'm getting a better understanding. So now what if GMAC could get Ocwen to send a writing or a document of some sort, which would say that if they do go forward with any foreclosure procedure, they would waive any statute of

EMAC MORTGAGE, LLC vs. KENNETH TAGGART 10

limitations defense? You can waive a statute of limitations, right? You can waive it by not filing an answer, for example.

MR. BIRCH: Sure.

THE COURT: You know, if I file something and you don't put it in your new matter, the statute of limitations is waived, right? That's one of the rules we deal with, right?

MR. BIRCH: Absolutely.

THE COURT: If it's a new matter, you must -- it's waived otherwise. If they got word to do that, then Mr. Taggart would be -- I don't want to say fat, dumb, and happy, but he would be happy sitting at home with no mortgage payment until Ocwen does something, and then he could raise it again. What would be the downside of that? Maybe Ocwen wouldn't go forward or maybe you can deal with Ocwen to make some sort of deal. Some day you're going to have to make a deal, I guess.

MR. BIRCH: Well --

THE COURT: Do you think that -- I'm trying to get a handle on this. Do you think that some day what's going to happen is this counterclaim is going to negate the mortgage?

1 GMAC MORTGAGE, LLC vs. KENNETH TAGGART 11

2 MR. BIRCH: No. Actually, Your
3 Honor -- well, it may or may not.

4 THE COURT: Wait a minute. Wait a
5 minute. How could it may? So he had a mortgage. How
6 much is -- what was the principal amount of the
7 mortgage? Do you have any idea?

8 MR. STANSFIELD: Over \$600,000.

9 THE COURT: \$600,000. Do you think
10 that's going to go away on the basis of the
11 counterclaim, that insurance was not properly charged
12 and so on and so forth or they charged too much?

13 MR. BIRCH: Your Honor, I don't
14 know if it will or not.

15 THE COURT: Well, I do. It won't.

16 MR. BIRCH: Well --

17 THE COURT: Don't I know that?
18 600,000 is not going to go away.

19 MR. BIRCH: Your Honor, I
20 understand. But here's my point. Mr. Taggart had
21 viable counterclaims pending in this court.

22 THE COURT: I agree.

23 MR. BIRCH: There were orders
24 issued by this court that were not complied with. GMAC
25 may have chosen to end their action, which is all well

EMAC MORTGAGE, LLC vs. KENNETH TAGGART

12

and good, but Mr. Taggart, by order of the court, was allowed to proceed with his counterclaims. And they're trying to defeat that and they can't do that.

THE COURT: Okay. So let's say I agree with you. So what happens next is they have no claim for foreclosure anymore and you just have this counterclaim?

MR. BIRCH: That's correct.

THE COURT: And do you have an idea, dollar amount, how much a counterclaim is for? What are the damages? It can't be too much. How much is insurance?

MR. BIRCH: I don't know, Your Honor, off the top of my head how much the amount would be.

THE COURT: I'll bet it's less than \$50,000 therefore it would go to arbitration.

MR. BIRCH: It could be around \$50,000, yes.

THE COURT: Really, \$50,000? That's a lot of insurance.

MR. BIRCH: I'm guessing.

THE COURT: That's a lot. I own properties. I bought and sold properties down the

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 13

shore and I did pretty well, but I never paid anything
near 50,000 even over years.

MR. BIRCH: Yeah, but we have fraud
here, Your Honor. We have fraud here. We have charges
for nonexistent insurance on the property that
Mr. Taggart paid GMAC over the years. Now, I don't
know standing here, Your Honor, how much that is.

THE COURT: Okay. All right. So
now that I understand, what you want me to do is just
simply let you go forward with your counterclaim,
period?

MR. BIRCH: Well, you did.

THE COURT: What?

MR. BIRCH: You did.

THE COURT: Well, they're arguing
about it.

MR. BIRCH: What I need, Your
Honor, is I need an order directing the prothonotary to
accept that amended counterclaim because I can't file
it. Even though your order was issued and docketed on
October 3rd, the prothonotary wouldn't take it.

THE COURT: But the docket was
closed. The docket was closed because they filed --

MR. BIRCH: Correct.

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

14

THE COURT: -- the withdrawal?

MR. BIRCH: Correct.

THE COURT: That's a mistake by
them. They just don't understand. I can solve that
problem. If you're right, I can solve that problem.

MR. BIRCH: Correct. And I have a
proposed order, Your Honor, ordering them to reopen the
docket and allow Mr. Taggart's third amended
counterclaim to be filed.

THE COURT: To go forward. It
wasn't filed yet?

MR. BIRCH: I couldn't file it,
correct. I couldn't file it within that 30-day period
because they ended it.

The second thing is, Your Honor, as
I said Jeffrey Stephan is subject to a court order --

THE COURT: How do you spell his
last name?

MR. BIRCH: S-t-e-p-h-a-n.

What they also did is they tried to
file a protective order, which I don't understand the
basis for a protective order under 4012 because -- and
I have copies -- Mr. Stephan has been deposed in other
jurisdictions many other times. I have copies of the

EMAC MORTGAGE, LLC vs. KENNETH TAGGART 15

transcript, one by a -- I'm not sure if it's Montgomery
County -- Narberth. I guess that could be Delaware
County.

THE COURT: Narberth isn't
Montgomery County.

MR. BIRCH: Montgomery County law
firm. He's a factual witness. Okay. I would say,
Your Honor, to the Court that if they want me to
subpoena him, which I don't believe I have to, I'll
subpoena him. But I want him then produced within 10
days upon service of that subpoena. As I said, you had
issued the order.

THE COURT: Why is 10 days magic?

MR. BIRCH: 20 days is fine.

THE COURT: All right. I mean,
presumably the man has something else to do besides
this case.

MR. BIRCH: Well, he's in Fort
Washington, Your Honor. And I've even offered -- when
we had the argument before Master Young, I said, you
know what, I'll travel to Fort Washington and depose
him in his office. We don't have to do it at the
courthouse. And I still make that offer.

But the point is --

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

16

THE COURT: I think very few depositions anymore are taken -- it used to be all in the courthouse. That was a rule when I was a young lawyer. Every deposition had to be taken in the courthouse. That was the rule. And then it was thought to be not so wise and the rule has been changed. And if parties agree, they do it anyway. Otherwise, it's the courthouse. That's what I think the rule says.

MR. BIRCH: Absolutely.

THE COURT: So you will agree to do it elsewhere.

MR. BIRCH: I would absolutely travel to his office with a court reporter to take it. And, again, I'm not trying to repeat myself, Your Honor. There's an order ordering him to appear. No reconsideration sought of that order. He is a party, factual witness to these proceedings. He should appear.

THE COURT: Okay.

MR. BIRCH: I've asked for sanctions.

THE COURT: And the reason he's a party is that he signed the verification?

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 17

MR. BIRCH: He signed the
verification.

THE COURT: On behalf of the bank?

MR. BIRCH: GMAC, the plaintiff,
correct.

I've asked for sanctions, Your
Honor, because I felt I shouldn't have to go through
these proceedings, file these motions, stand here when
these were all hashed out and he was subject to an
order.

THE COURT: Okay. I got it.

MR. BIRCH: And I have a proposed
order for Your Honor.

THE COURT: I understand. Let's
see what they say.

MR. STANSFIELD: Good morning, Your
Honor. I'm Wayne Stansfield. Ms. Hager's on trial in
another district. So I'm here in her stead.

THE COURT: Okay. You need to talk
a whole lot louder.

MR. STANSFIELD: I will, Your
Honor.

And I may be new to this, but some
of the things I'm hearing are amazing. I just read his

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

18

motion saying that we're playing a shell game, him representing we have not informed the Court that Mr. Stephan doesn't work for GMAC. I would refer counsel to our August 2nd, 2013 filing with the court which is also attached to our protective order, which, in Paragraph 4 states exactly that: Mr. Stephan is an employee of Ocwen Loan Servicing, LLC, and works in Fort Washington.

THE COURT: Okay. So but did he sign the original verification to the complaint filed by GMAC?

MR. STANSFIELD: Back in 2009, he did.

THE COURT: And that's when he was employed by GMAC?

MR. STANSFIELD: At that time.

THE COURT: Now he's employed by Ocwen?

MR. STANSFIELD: Now he's employed by Ocwen, but to suggest that he did not know this and we were not candid with the Court is incorrect. And, as I said, this was filed with the Court.

The other thing I heard was that --

THE COURT: So let me think about

EMAC MORTGAGE, LLC vs. KENNETH TAGGART 19

that for a second, if you don't mind. So what happens
is a person signs a verification when he's employed by
Company A. Then he becomes an employee of Company B
and he therefore -- can an opposing party take the
deposition of somebody who signed a verification? And
can you just say, Well, look, I'm not employed by them
anymore, you can't take any deposition any more?

MR. STANSFIELD: Putting aside the
dismissal of the action for a moment, which I'll get
to, you can't do it by way of Notice of Deposition.
You need to subpoena him, which I think he has just
suggested.

THE COURT: He's offering to do
that.

MR. STANSFIELD: And in the
correspondence I saw from this gentleman's personal
counsel, they frankly painted the road map and say it
requires a subpoena. I have not heard of any subpoena
being issued.

THE COURT: Okay. So I agree.

MR. STANSFIELD: I don't control
Mr. Stephan.

THE COURT: I agree. Well, I
understand that. So I'm going to order that he -- I'm

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 20

going to say to him subpoena him and that'll solve the problem and he'll have to go to the deposition, right?

MR. STANSFIELD: Well, it doesn't because of the second issue that there is no foreclosure action.

THE COURT: I'm going to solve that, too, because that he is entitled to file his counterclaim and there will be -- some part of the foreclosure action will remain. I don't think a company can sabotage or prevent somebody from filing a counterclaim by withdrawing the action.

MR. STANSFIELD: Well, we haven't sabotaged it in any way. But the issue here is the bankruptcy court proceeding. And another thing that was admitted from his recitation is they have filed a proof of claim with the bankruptcy court. The bankruptcy court --

THE COURT: Who's "they"?

MR. STANSFIELD: Mr. Taggart, as a proof of claim in this other district of New York in the bankruptcy case. He also made a motion to lift the stay to proceed with the counterclaims here. The bankruptcy court issued an order, which he made reference to, which said several things. One is that

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

21

because this is an in rem foreclosure proceeding, he cannot proceed, in light of the bankruptcy, on any claims for monetary damages, only as to defense to the foreclosure. There is no foreclosure at this moment.

THE COURT: Part of the order says that?

MR. STANSFIELD: That's been issued from the bankruptcy in the Southern District of New York.

THE COURT: So the bankruptcy court's order says he can't go forward except as a counterclaim and not for any monetary damages? That's what you just said?

MR. STANSFIELD: Correct, until the dispositive motion stage at which point they asked if they would reconsider that upon further application of Mr. Taggart.

Now, given that there's no --

THE COURT: Has that been ruled upon?

MR. STANSFIELD: That was this other district bankruptcy court's order.

THE COURT: And so I thought you said then they filed some sort of motion to let them go

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 22

forward with their counterclaim regardless of what the
order originally said, in effect, get them to revise
their order?

MR. STANSFIELD: The order -- yes.
The order contemplated that they could go back to the
bankruptcy court after the pendency of this case or
during the pendency and ask for further relief from the
stay.

THE COURT: Which has not yet been
done?

MR. STANSFIELD: They have not done
yet. And I would respectfully submit that under the
circumstances that's exactly what needs to be done. He
can't proceed on monetary counterclaims in light of the
stay by the bankruptcy court.

THE COURT: Unless he goes forward
and files his new petition in the bankruptcy court.

MR. STANSFIELD: He could go to the
bankruptcy and say that GMAC and Ocwen, who the loan's
been assigned to, are not currently proceeding with any
foreclosure action. Therefore, let me proceed on my
already filed proof of claim in the bankruptcy court.
That's the next step.

THE COURT: And so it's a conundrum

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 23

for them, though. If this happens and then Ocwen just waits or just starts a new proceeding, he can't have his counterclaim because the statute of limitations will have run.

MR. STANSFIELD: Well, he's filed a proof of claim.

THE COURT: What?

MR. STANSFIELD: He's filed a proof of claim. You know, I may be new to this, but I think he's probably tolled the statute of limitations for filing with the bankruptcy court apparently several years ago.

THE COURT: Actually, so off the top of my head, without doing some research and additional thinking about this, I don't think he can -- I don't think the proof of claim prevents Ocwen from filing a new matter. I don't think that. So Ocwen will be really happy about that, that now they will have done away with the counterclaim just by, in effect, selling their -- GMAC's interest to Ocwen will prevent them from going forward with a counterclaim.

MR. STANSFIELD: Well, I suppose that if that were the concern, the cure for that would simply be that if a bankruptcy -- I mean, excuse me, a

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 24

foreclosure action were ever reinitiated -- and I don't represent Ocwen -- but if it were initiated, that, you know -- the counterclaims would be deemed as filed when they were originally filed.

THE COURT: Say that again. I don't understand what you just said.

MR. STANSFIELD: I'm trying to think creatively here, but I think the Court could issue an order that said, if -- you know, there is no proceedings now and, therefore, there is no in rem counterclaims that we're talking about. But if Ocwen or another party assigned the mortgage were to reinitiate a foreclosure action -- I'm not suggesting, you know, that it's going to happen --

THE COURT: I'm listening. What's the rest of the sentence?

MR. STANSFIELD: If they did, you know, it would be -- his counterclaims would be deemed filed as of the original date.

THE COURT: I don't think I have a any power to do that. I can't change the rules. I can't make the rules up as we go along. You're suggesting that, in effect, I'm the Supreme Court of Pennsylvania. So well, when this happens -- I'm not

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 25

the Supreme Court of Pennsylvania of course, but when this happens, the counterclaim can survive a claim for new matter because, in effect, it has been waived by a non-party, Ocwen, who's not even a party to this case. You can't -- if you were representing Ocwen and said, We hereby agree that they can file the counterclaim if and when -- not if, when we go forward. It's guaranteed they're going to go forward with the foreclosure proceeding. Therefore -- so I'm trying to think about how to solve this problem.

MR. STANSFIELD: How about a stay of the counterclaim pending resolution of the bankruptcy court proceeding?

THE COURT: I have to think about it. I don't know that that can be done, either. I just don't know that off the top of my head. I have to think about that. Send me a case that says that.

MR. STANSFIELD: I mean, the conundrum here is that the counterclaims, you know, under the bankruptcy court's orders can't proceed here except in an in rem proceeding would violate the stay. So I'm just suggesting, again trying to be creative, that if you issue a stay on the counterclaims pending his further application to the bankruptcy court or the

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 26

resolution of the underlying bankruptcy, then I think
it solves the problem.

THE COURT: And even this case,
even this argument today, I'm thinking to myself, this
is like a unique situation to me, unique to me anyhow.
Here's a case, GMAC versus Taggart, 2009-25338, it
doesn't even exist anymore on the docket, you're
telling me; is that right?

MR. STANSFIELD: That's correct,
Your Honor.

THE COURT: So there's nothing even
on the docket. I'd have to file an order ordering, as
Mr. Birch said, that the docket be reopened. This case
would continue, but only for his counterclaim, which he
doesn't have authority to do. That's the conundrum,
right?

MR. STANSFIELD: That's why I'm
respectfully suggesting you can't issue that order, but
addressing, you know, the other concern raised, yeah, I
think we are on uncharted grounds here. But you
can't proceed on the counterclaims in light of the
bankruptcy court's order.

THE COURT: Let me just ask you
this one question, Mr. Birch. Is he right about the

EMAC MORTGAGE, LLC vs. KENNETH TAGGART 27

bankruptcy claim?

MR. BIRCH: Wrong. And I have the order here, Your Honor.

THE COURT: Well, read to me the part that corrects where he's wrong.

MR. BIRCH: I have the complete order by the judge. The automatic stay of the Bankruptcy Code Section 362 is modified for the limited purpose of permitting the foreclosure proceeding --

THE COURT: Not too fast because I have to hear it and she has to type it. I can't hear that fast.

MR. BIRCH: May I step up?

THE COURT: Sure.

MR. BIRCH: The automatic stay of Bankruptcy Code Section 362 is modified for the limited purpose of permitting the foreclosure proceeding to proceed through resolution of dispositive motion practice by which the state court and the foreclosure proceeding will determine the viability of Taggart's alleged defenses to foreclosure and resolution of any appeals of the state court's order in connection therewith.

THE COURT: So there's two parts to

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

28

that really basically by implication. It doesn't say that. But it appears to be saying what Mr. Stansfield says, and that is, if this is a defense, he could assert the defense to the foreclosure.

MR. BIRCH: Right.

THE COURT: That's a defense. But a counterclaim is more than a defense. I think it's more -- read that language again. It doesn't say -- but generally bankruptcy -- and I have to admit for the purpose of the record and for the appeal when they read this, I am no expert on bankruptcy law. I never had a case -- I've been a lawyer now for more than 45 years I never had one bankruptcy case, and happily so. And so I don't know -- but I believe when you're in bankruptcy court, they want to know two basic questions: What assets do you have and what liabilities do you have? They're the things they're trying to corral. And so what assets do you have? So that judge, the bankruptcy court judge, was trying to give him an opportunity, it appears from what you both read me, trying to give him an opportunity to have a defense to the foreclosure action. Okay. But you, the bankruptcy judge, I guess, the order is much more complex than you're reading to me. I'm not complaining, but it's a lot more. I'm

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 29

sure they marshaled the assets, and they figured out what the liabilities were and entered an order. And the only thing that was left open was, what do we do with the bankruptcy on this property? That's what I'm guessing. Is that true?

MR. STANSFIELD: Yeah. It's not that complicated. There is a stay of everything and it's lifting the stay, in part, for the limited purpose of Taggart's alleged defenses to foreclosure, to determine the viability of Taggart's defenses to foreclosure.

MR. BIRCH: May I respond to that?

MR. STANSFIELD: Your Honor, a counterclaim is obviously much more than that.

THE COURT: Is he reading that right? Defenses to foreclosure. Is a counterclaim a defense to a foreclosure?

MR. BIRCH: Your Honor, what I heard counsel --

THE COURT: What do you think about that?

MR. BIRCH: What I heard --

THE COURT: What do you think about that question? This is not the O'Reilly show. This is

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 30

I need to have an answer. I do like O'Reilly, but the bottom line is, is a counterclaim a defense? I guess it's a defense. I'm trying to think about the --

MR. BIRCH: Your Honor, it is a defense. It's an Answer, New Matter, and Counterclaim. Counsel's reading words "in rem." That's not what this order says. He says we can't proceed for money.

That's not what this order says. What the bankruptcy court did is lifted the stay to allow Mr. Taggart to pursue his claims in state court.

THE COURT: So nothing else happened in the bankruptcy? So that's still outstanding. The bankruptcy matter is not resolved.

MR. BIRCH: No. This order --

THE COURT: No, but so --

MR. BIRCH: The bankruptcy is still up in New York.

THE COURT: They're waiting to find out what happens in Pennsylvania.

MR. BIRCH: That's correct. Because he has the ability to go up to the state supreme court on any appeals in here. That's what it says.

Your Honor, this has been --

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

31

Mr. Taggart had a first and second amended counterclaim. Now, they're getting creative trying to make this argument that we're not allowed to file a third amended counterclaim, even though you ordered it three, four years later. These arguments have been tried, rehashed, and rejected by this Court. They filed answers to Mr. Taggart's previous counterclaims. They filed answers to that.

THE COURT: Hold on a second. So I'm thinking about something else now along those lines. So at some point along the line, I believe that you are conceding that this mortgage debt was sold from GMAC to Ocwen. Can I conclude that? Is that fair to conclude?

MR. STANSFIELD: Am. I?

THE COURT: Well, you represent GMAC.

MR. STANSFIELD: I'm sorry. Yes. Absolutely. I filed that and asserted that in papers to the court.

THE COURT: So there's no doubt about that, right?

MR. STANSFIELD: Right.

THE COURT: Ocwen now owns this

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

32

debt?

MR. STANSFIELD: Right.

THE COURT: Owns, o-w-n-s, not

owes.

MR. STANSFIELD: Assignments have been filed with this court. Again, he represented we didn't indicate that to the Court. It's been filed with the Court.

THE COURT: All right. Well, I'm just trying to --

MR. STANSFIELD: Yes.

THE COURT: I'm thinking out loud. So Ocwen now is the real party in interest as opposed to GMAC has no interest in this anymore. But I'll bet, without me knowing it, that there is not just a little piece of paper saying, Okay, here it is, give me some money for it, pay me \$200,000 and good luck at getting 600,000 on this property, something like that. So like a little bit of a gamble. It's a entrepreneurial attempt on behalf of Ocwen trying to make some money on this property. Hopefully, it's worth something more than 200,000. I just made that number up. Maybe they'd get 100,000 more with a lot of legal fees paid to whoever represents Ocwen, and then they'll wind up

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 33

with 50,000, and it was worthwhile investing 200,000 to get 50,000. I made that all up, but I wouldn't be surprised if those aren't bad numbers. So the bottom line -- because GMAC wrote off the debt, wrote off the debt. They got 200,000, they're happy now, and that's it. And so probably -- and there's all kinds of federal regulations I don't know about and all kinds of banking regulations I don't know about that are lurking in the background here. I'm making this up as I go along, but -- so now, but I'll bet you some of the aspects of Ocwen's purchase and GMAC's, GMAC is saying well, we're doing this and you are assuming, you Ocwen, are assuming all of our rights and liabilities on to this particular aspect, rights and liabilities, not just rights. The rights are to go forward on the mortgage to foreclose on it, but the liabilities are if there's a counterclaim, Ocwen, you're responsible for the counterclaim. So and then there would be a little discussion among two representatives of Ocwen and GMAC, I'm worried about this, saying, Look, here's the thing we can do. We have smarter lawyers, and nothing improper or anything like that. But if you just -- this is just a maneuver we can do. We'll withdraw our GMAC -- another reason to do this, he might have a good

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 34

claim. There's a discussion in house between those two companies. You may have an argument there. We've had that in other states and these other states that it's a good argument. Therefore, if we sell it to you, maybe for 400,000 -- I made those numbers up -- we'll wipe out that counterclaim. And so -- and I'm sort of like the aider and abettor of that, myself, if I'm doing what you're suggesting.

MR. STANSFIELD: I don't agree with that. From my view of the case, he's filed the claims in the bankruptcy court. They're pending. It's well established.

THE COURT: That doesn't help in Pennsylvania. That helps him maybe in bankruptcy court, but the bankruptcy court said it's dependent upon what Pennsylvania courts decide. So if later on Pennsylvania courts decide that this counterclaim is beyond the statute of limitations, that solves the problem. Then Owen goes back to bankruptcy court and says Judge X in Montgomery County, Pennsylvania, has decided this counterclaim does not exist because the statute of limitations has run and, therefore, we're golden now, we'll get the property and sell it and get whatever property we can for that.

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

35

MR. STANSFIELD: That's why I was suggesting that the cure to that in my mind would be if there was an order saying that the dismissal of the action will not act as a statute of limitations defense. But he can't proceed on the counterclaim.

THE COURT: But can I do that?

You're saying I can do that. You don't represent Ocwen. If you represented Ocwen and said, I can do that, that's okay. That's okay. Well, I'd feel a lot better. But you represent GMAC. And GMAC says, oh, this is great, that's just moving forward. That's furthering our objective here to prevent Mr. Taggart -- I'm not saying I don't think he has a good counterclaim or not. I don't know if he has a good counterclaim or not. That's for some other hearing and date and judge. So that's the problem. I'm trying to figure out a solution to that. And I don't know off the top of my head.

MR. STANSFIELD: I think the solution is go back to the bankruptcy court in light of them suggesting that be done and --

THE COURT: That might be the answer that I send Mr. Birch or somebody representing Mr. Taggart to the bankruptcy court and say, Look,

EMAC MORTGAGE, LLC vs. KENNETH TAGGART

36

here's the problem, if we go forward right now, and which we can't do because the prothonotary won't let them open the docket and file the counterclaim, which maybe I could let them do that, and then that would be a predicate for them to go back to bankruptcy court and say, Okay, here's the counterclaim, but if you don't let us go forward, you the bankruptcy court in New York, let us go forward with, in effect, an offensive, not just a defensive counterclaim, then there would be no counterclaim because the statute of limitations will have run against Ocwen, the non-party to the Pennsylvania action.

MR. STANSFIELD: Yeah. I mean, the fact of the matter is he doesn't have the right party at the moment anyway even if there was no dismissal. It's something he would have to deal with anyway.

THE COURT: Maybe he could file a petition to have Ocwen added or something like that as a necessary party plaintiff.

MR. BIRCH: Sure. I can add them.

THE COURT: I'm making this up as we go along because it's unique. I've never had that before.

MR. BIRCH: Yes. And, Your Honor,

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 37

all these arguments are nice, but they're late in the game. A lot of this should have been raised in the preliminary objections. They haven't. Now, after Your Honor issued all those orders, now they're trying to say, oh, issue a stay? No. Mr. Taggart shouldn't have to go to bankruptcy court.

THE COURT: Issue a stay for what?

MR. BIRCH: Issue a stay on Mr. Taggart's proceedings until he goes back to bankruptcy court. That's what I'm hearing.

MR. STANSFIELD: He's already in bankruptcy court.

MR. BIRCH: I think that's totally improper, Your Honor.

THE COURT: Okay. He doesn't have to go back to bankruptcy court, though, yeah.

MR. STANSFIELD: Again --

THE COURT: I have to think about this.

MR. STANSFIELD: Again, it's a little strained to suggest that we should have raised it in the preliminary objections when the loan was only sold a few months ago. How would that be? He's suggesting there's some kind of shell game here. This

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

38

just happened.

THE COURT: So the other thing,
too, that's out there -- and poor Mr. Lyon for having
all this discussion which doesn't really concern him at
all. He just doesn't want his client to be deposed
without him being subpoenaed first. Is that it in a
nutshe1l?

MR. LYON: That's part of it.

THE COURT: Why don't you have a
seat, Mr. Stansfield.

MR. LYON: It's not just a matter
of a subpoena. We raised two other grounds in our
motion for protective order, one being that GMAC has
already provided, it's our understanding, a records
custodian for deposition and that deposition's occurred
so we're not really certain what Mr. Stephan can add to
that.

THE COURT: So let me think about
that. So can a party avoid a deposition just because
they sent records? That suffices, you think? That
should preclude -- if I understand what you said, that
should preclude a plaintiff from or, I guess, a
counterclaimant from going forward and taking a
deposition of somebody who might know more than the

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 39

records show or question about the records? You can't
do that?

MR. STANSFIELD: Well, I guess at
this point, first Mr. Stephan is not a party, and we
continue to dispute that.

THE COURT: He's not a party, but
he did sign a verification and he might have
information when he worked for GMAC about it.

MR. LYON: Well, that's correct.
And that sort of leads to a bigger point which I think
I want to make now which really hasn't been put in the
papers, but we would like, if Mr. Stephan is going to
be subpoenaed, we'd like to have the opportunity to
challenge that subpoena depending on what is permitted
to go forward in the case because --

THE COURT: You mean the nature of
the questioning?

MR. LYON: Exactly. Not to
challenge the subpoena. I mean, obviously, if there's
a defect in service or something like that, we would
like to preserve our rights for that. But --

THE COURT: Defective service of
the subpoena?

MR. LYON: Well, if it happens. It

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 40

hasn't happened yet. We'd like to preserve all of our rights.

THE COURT: I presume he'll follow whatever the rules are. I mean, just forget about that one. That's a minor -- we're not talking about that.

MR. LYON: I do, too, but I just want to make sure that our preservation of rights is broad because it seems at this point, Your Honor, that it's not clear and the Court is still determining on what basis this case might still exist or go forward. And that might determine whether or not Mr. Stephan has anything of relevancy to add to this matter. For example, if it's going forward on their counterclaim involving insurance, it's not clear to me that Mr. Stephan's signing a verification and a mortgage foreclosure action would have any sort of knowledge or any sort of ability to provide anything helpful.

THE COURT: It might just be a five-minute deposition, but I think you should be able to -- I don't think you should file preliminary objection. I think it's a delaying tactic myself. I think he should be deposed and you be there and say I object to these questions because they're beyond reasonable scope of any kind of questioning. If that's

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 41

all he did, that would be interesting, I think, to
Mr. Birch. If that's all he did was I just signed all
these things, I didn't know anything about them, that
would be interesting, too, wouldn't it? And so --

MR. LYON: But we just want to
preserve our rights to, Your Honor, depending on how
this case goes forward, to either file something in
regard to the subpoena or to preserve --

THE COURT: I don't -- excuse me
for interrupting. I don't think I would sign an order
saying you can't make any objections. I'm just
suggesting --

MR. LYON: That's --

THE COURT: I think I'd request
that you don't be obstreperous, whatever that means.

MR. LYON: We would not be, Your
Honor, as long as we have the ability, if we believe we
need to, to object or file something.

THE COURT: But you better be
right. That's the only thing, you better be right
about that.

MR. LYON: I like to try to be
right as often as I can.

THE COURT: I liked years ago a

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 42

federal judge had written an order or an opinion chastising attorneys who were just throwing roadblocks out and preventing discovery depositions from going forward. It has to be clearly a good objection. Otherwise, there can be sanctions from that -- for that.

MR. LYON: Your Honor, I'm aware of that. I would just like to submit to the Court that in our motion for protective order, we cited rules. We cited case law.

THE COURT: Well, they didn't do it right. You have to subpoena him.

MR. BIRCH: I think, Your Honor, what counsel's suggesting is he wants to challenge my ability to subpoena. That's what he's saying.

MR. LYON: Your Honor, I'm asking to preserve our rights, period.

MR. BIRCH: That's wrong.

THE COURT: I'll sign an order saying you may subpoena him because he signed the verification.

MR. LYON: That's fine. And then if we want to file something -- that's all I'm asking for, if we need to file something either to protect

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 43

Mr. Stephan or make objections at any deposition that might take place.

THE COURT: Take the deposition. I don't think protect -- I'm already ruling that he may be deposed. So you can't -- I'm precluding, I'm excluding any possibility of doing that in my opinion. He may depose him, but he has to subpoena him properly first. And then we'll see what -- then you can be there and say now he's asking how GMAC runs and so on and so forth and don't they sell cars, whatever else that would be totally off the wall. That's what you're there for.

MR. LYON: But I think the conundrum there is whether the case can proceed at all pursuant to which there can be a subpoena.

THE COURT: I'm going to sign an order permitting him to file the counterclaim. I decided he's going -- I'm going to order the prothonotary to open the docket and permit him to file the counterclaim. And then -- But what happens then? And then he might have to deal with -- you'll have to deal with bankruptcy court and other arguments you can file about that. But in the meantime, he can take the deposition of Mr. Stephan.

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

44

MR. LYON: And Your Honor is
that --

THE COURT: In that order.

MR. LYON: If they're filing an
amended counterclaim, Your Honor, I guess I would
request on behalf of Mr. Stephan that to the extent
he's going to be subpoenaed and there's going to be a
scheduled deposition, we'd like to know the position of
the counterclaim defendant to the counterclaim so that
there's been --

THE COURT: You're going to get any
answer from that. They claim they're not involved in
the case anymore. But I don't think a witness can say
I need to know all the pleadings that may be filed in
the future. I don't think that's appropriate myself.
I mean, they're not going to file any pleadings, GMAC.
They're out of the case as far as they're concerned.

Am I right about? Yes or no?

MR. STANSFIELD: Yes. We dismissed
the foreclosure action. But if he's going to proceed
on the counterclaims, then, you know, I'm confused. I
don't think we really are. If he's going to proceed on
the counterclaims --

THE COURT: What I'm saying is

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 45

though -- so I'm thinking about this out loud. I think that GMAC cannot preclude him from filing a counterclaim by simply withdrawing the action. I think they can't do that. I don't think they should be able to do that. If they can, then maybe the superior court can correct me and I mean that with great respect to the superior court. This is an area that I don't think there's any guidance for the lower court to come up with an answer. But I think it's only fair the man have a chance to do the best he can with his counterclaim for insurance fraud.

MR. STANSFIELD: Well, hold on. I understand as far as the filing of it. But that cures his issue of the tolling of the statute of limitations. But proceeding with it is a different question in light of the bankruptcy court stay and the claim filed in there. We've been talking about him protecting and tolling a statute of limitations problem down the road --

THE COURT: I think he can proceed though -- and if it isn't clear yet, that he is going forward offensively or defensively. We don't really know that for sure.

MR. STANSFIELD: But there's no

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 46

defense to play if there's no foreclosure action. He's
sitting happily --

THE COURT: I am doing the best I
can to make sure that this is not a machination by GMAC
and Ocwen to prevent him from having a counterclaim on
the insurance issue. And so I'm preserving that. I
think the actions that I'm about to take will preserve
that. Whether or not he can go forward and he has to
go up to New York and get permission to go forward
offensively, if they grant -- they may not grant it.
That'll solve all the problems.

In the meantime, he'll take
Mr. Stephan's deposition. I used to be in a law firm.
Which was named Timoney, Knox, Stefan and Avrigian.
Judge Stephan became a judge and Mason Avrigian. And
so the bottom line, and so, anyway, back to this. So
I'm going to sign an order saying those things, that
you may file -- and I'm going to order the prothonotary
to take your counterclaim. And I'm going to also sign
an order permitting you to take the deposition of
Mr. Stephan after he is properly served with a
subpoena.

MR. BIRCH: Yes. And Your Honor,
if I --

GMAC MORTGAGE, LLC vs. KENNETH TAGGART 47

THE COURT: Do you have an order to
that effect, both of those?

MR. STANSFIELD: Could I --

MR. BIRCH: In my proposed order,
Your Honor, I just had that he shall appear I said at
the Montgomery County Courthouse within 10 days. I'm
okay if Your Honor strikes that out. I just want a
time limit that he appears because I don't want them --

THE COURT: I want it to say after
subpoena.

MR. BIRCH: I said that. I said,
Defendant shall subpoena Jeffrey Stephan for a
deposition and shall file an affidavit of service of
said subpoena. And then after that, he should appear
within a certain time limit.

THE COURT: Thirty days.

MR. BIRCH: Thirty days is fine,
Your Honor.

THE COURT: And put in there -- I
want you to do it over and put in there at
Mr. Stephan's office in Fort Washington.

MR. BIRCH: That's fine, Your
Honor.

Your Honor, if I could make a

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

48

point. The parties have had my counterclaims, Answer, New Matter, and Counterclaims. They've had them for two months now. This is no surprise to them. They know exactly what counterclaims Mister -- and, actually, some of the counterclaims, it was just a cleaning up effort on my part from Mr. Taggart's prose. So they know what these counterclaims are.

I already see what they're going to do. They're going to say I can't ask any question whatsoever unless it relates specifically to Item A. And that's wrong I believe, Your Honor, in a deposition.

THE COURT: Item A?

MR. STANSFIELD: What's Item A?

MR. BIRCH: Well, the force placed insurance. It's not just about the forced placed -- I have some other counterclaims in there regarding GMAC playing with Mr. Taggart's escrow account and so forth. I should be allowed to ask Mr. Stephan any question I want to at deposition relating to the action. If they want to make an objection, they can make an objection as Judge Gawthrop said in that famous opinion. And then if they're not happy, we'll get a ruling from a discovery master and a judge as to whether --

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

49

THE COURT: I'm going to let him do that. I want to make sure that nothing unusual happens. Now, your turn, Mr. Stansfield.

MR. STANSFIELD: Yeah, I just would like the order to be clear, though, that beyond the deposition, that he needs to petition the bankruptcy court on how and if at all this should proceed. If he files a counterclaim and is allowed to proceed as if, you know, there were no bankruptcy, that's going to violate the stay. So I understand Your Honor's direction --

THE COURT: That would probably be with the bankruptcy court in New York. He'd be violating that order so he better get up there and do what he has to do in New York.

MR. STANSFIELD: Beyond --

THE COURT: I'm not telling New York bankruptcy court what to do.

MR. STANSFIELD: So beyond the deposition and the filing of his amended counterclaims to cure a statute of limitations problem, I think the order needs to make clear that he needs to ask the bankruptcy court, if he chooses to reconsider their stay order as to proceeding --

GMAC MORTGAGE, LLC vs. KENNETH TAGGART

50

THE COURT: I don't think I want to do that. And I think you can file on behalf of GMAC that it's an improper counterclaim on all the bases we're talking about: That the action was closed, A; B, it's no longer owned by GMAC, Ocwen owns it; and there's never been a compliance with the bankruptcy order where -- permitting him to make this counterclaim go forward to collect money as opposed to a defense just to the -- I'm doing the order in effect -- just a defense to the bankruptcy.

MR. STANSFIELD: But I guess the issue I have here is if he files his counterclaims at present and GMAC, who everybody agrees is no longer the owner of the mortgage; there's no dispute, I have to respond to that in order not to be defaulted --

THE COURT: Right.

MR. STANSFIELD: -- on a claim that we all agree are not against the right party.

THE COURT: I was just telling you that -- well, that's what you have to do.

MR. STANSFIELD: Well, I guess we'll answer that --

THE COURT: Certainly you have to -- so you know what to do in the order now?

1 GMAC MORTGAGE, LLC vs. KENNETH TAGGART 51

2 And I'm finished with this. I'm
3 not doing this anymore because I have another argument.
4 We're not doing this all day long. This is it.

5 MR. BIRCH: No. That's it.

6 THE COURT: One more minute.

7 MR. BIRCH: No. I have it, Your
8 Honor. You want me to hand deliver the revised order
9 to your chambers?

10 THE COURT: Yes.

11 MR. LYON: My last point, Your
12 Honor, just so that I'm clear --

13 THE COURT: I can't hear you.

14 MR. LYON: My last -- it's more of
15 a question, if I could be so bold. I just want to make
16 sure Mr. Stephan still has his rights to make
17 objections during the deposition and if necessary file
18 appropriate motions if there are problems.

19 THE COURT: For protective order at
20 his own risk. I mean, there might be sanctions against
21 him. What he's supposed to do under Judge Gawthrop --
22 thank you for reminding me of his name -- to the extent
23 he objects and doesn't answer, why then he could have
24 sanctions against himself.

25 MR. LYON: I just want to make

EMAC MORTGAGE, LLC vs. KENNETH TAGGART

52

sure --

THE COURT: I think he should
answer. Make the objection and then answer.

MR. STANSFIELD: I just want to
make sure that it's not precluding us.

MR. BIRCH: Thank you, Your Honor.
May I be excused?

THE COURT: Yes, you may.

MR. STANSFIELD: Thank you, Your
Honor.

(At 10:15 a.m., the proceedings
were concluded.)

- - -

53

C E R T I F I C A T E

I hereby certify that the
proceedings and evidence are contained fully and
accurately in the notes taken by me in the above cause
and that this is a correct transcript of the same.

JENNIFER A. GILLESPIE, RMR
Official Court Reporter

= = =

REED SMITH LLP

Diane A. Bettino, Esq. (Id. No. 64111)
Barbara K. Hager, Esq. (Id. No. 88832)
Maria T. Guerin, Esq. (Id. No. 207378)
1650 Market Street
2500 One Liberty Place
Philadelphia, PA 19103
215-851-8100

Attorneys for Plaintiff
GMAC Mortgage, LLC

GMAC Mortgage, LLC,

Plaintiff,

v.

Kenneth J. Taggart,

Defendant.

COURT OF COMMON PLEAS
MONTGOMERY COUNTY
CIVIL DIVISION

No: 09-25338

CERTIFICATE OF SERVICE

I, Barbara K. Hager, hereby certify that on this 27th day of January, 2014, I caused a true and correct copy of Plaintiff GMAC Mortgage, LLC's Motion to Stay Foreclosure to be served upon the following via the court's electronic notice (if registered) and via U.S. First Class Mail upon:

Robert J. Birch, Esquire
617 Swede Street
Norristown, PA 19401

Gregory P. Schwab, Esquire
Saul Ewing LLP
1500 Market Street, 38th Floor
Centre Square West
Philadelphia, PA 19102

LBA Financial LLC
970 Loucks Road
York, PA 17404

/s/ Barbara K. Hager
Barbara K. Hager, Esq.

Case# 2009-25338-379 Received at Montgomery County Prothonotary on 01/27/2014 3:44 PM, Fee = \$0.00

Exhibit 25

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

Kenneth J Taggart, Pro Se
45 Heron Rd
Holland, Pa 18966

Civil Case# 2:2012 – cv00415

Plaintiff

v.

GMAC Mortgage, LLC
1100 Virginia Dr.
P.O. Box 8300
Fort Washington, Pa 19034

United States of America
950 Pennsylvania Ave
Washington, D.C. 20530

Department of Housing and Urban Development (HUD)
451 7th St S.W.
Washington D.C. 20410

The Federal Housing Administration (FHA)
451 7th St S.W
Washington D.C. 20410

And Does

Defendant(s)

Amended CIVIL COMPLAINT (3/21/2012)

Parties to Complaint & Abbreviations

The Plaintiff to the complaint is: Kenneth Taggart, herein after known as:

TAGGART

The Defendants to the complaint are: GMAC Mortgage, LLC, herein after known as: "GMAC", The Department of Housing and Urban Development, herein after known as: "HUD", The Federal Housing Administration, herein after known as: "FHA" or "The FHA", The United States of America (Federal Government), herein after known as: "THE GOVERNMENT", Senator Arlen Specter & Senator Robert Casey Jr., herein after known as: "THE PLAINTIFF'S SENATORS", Congressman Patrick Murphy, herein after known as: "PLAINTIFF'S CONGRESSMAN"

Abbreviations: Mortgage Electronic Registration Systems, herein after known as "MERS", LBA Financial, LLC , herein after known as "LBA". The Governments "Bad Credit List" is also known as "CAVRS" or "CAIVERS"

Concise Statement

1. GMAC Mortgage, LLC illegally filed a foreclosure action against Plaintiff, TAGGART, and property that Plaintiff owns to cover up mortgage servicing abuses and violations. GMAC Mortgage, LLC did so once they realized Plaintiff, TAGGART, discovered the abuse. GMAC committed violations of, among other things, "Forced Placed Insurance", mortgage escrow law violations, and breach of contract.

2. GMAC, "Acting Under Color of Law", took away Taggart's license to perform FHA", appraisals on FHA insured loans; GMAC did this by reporting TAGGART to the Federal Government's "Bad Credit List" known as "CAVRS or CAIVERS". Appraisers who are licensed to appraise FHA insured mortgages are required to have no defaults on FHA insured mortgages. Defaults on FHA mortgages are reported to "CAVRS" . TAGGART did not default on his FHA mortgage, GMAC, defaulted on the mortgage contract.

3. The reporting of the Mortgage to the Bad Credit List (CAVRS) as "In Default" by GMAC was done so, even though they violated the mortgage contract and would not take payments pursuant to what the mortgage contract stated. This violated, among other things, TAGGART's U.S. Constitutional Rights to "A Fair Trial" and U.S. Constitutional right to "Due Process" before "Property" is taken from a person. The "Property" taken from TAGGART was his FHA license to perform appraisals for FHA insured mortgages. These actions further violate the Constitution of The Commonwealth (or State) of Pennsylvania, Article 1, Declaration of rights, Section 31, & Section #6.. Right to Due Process & Right to Fair Trial.

4. Despite TAGGART'S stellar record with the FHA and many years of outstanding work performance, TAGGART'S license to perform FHA appraisals was stripped from him with no "Due Process" and no "Fair Trial"; This happened as GMAC wrongfully reported TAGGART to the Governments "Bad Credit List"; that TAGGART was "In Default" on his FHA insured mortgage.

5. Furthermore, TAGGART contacted the FHA, HUD, as well as government officials, including his United States Congressman, and United States Senators to inform them of the abuse and injustice; None of these parties would stop the abuse by GMAC.

6. Therefore, All Defendants are responsible for, among other things, violating TAGGART'S United States Constitutional Rights and Pennsylvania's Constitutional Rights to "Due Process" and entitlement to a "Fair Trial". For the willful violations, abuse, and damages that TAGGART has suffered he is entitled to relief under the law for claims made in this complaint.

JURISDICTION & VENUE

7. Jurisdiction and Venue is conferred as the property is located in Montgomery County and all transactions took place in Montgomery County and Bucks County, State of Pennsylvania.

8. Defendant relies on The Constitution of The United States of America, The Constitution of The Commonwealth of Pennsylvania, Tort Law, Pennsylvania State law on which to base his claims ; The Pennsylvania Unfair Trade, Practices and Consumer Protection. Venue is proper in this court as there are questions regarding the United States Constitution and The United States Government is also a party to the complaint.

PRELIMINARY ALLEGATIONS

9. At all times relevant herein, Defendant, Kenneth J Taggart, is the owner of a residential property whose address is : 521 Cowpath Rd, Telford, Pa 18969

10. At times relevant herein, Defendant is informed and believe that the all Defendant, GMAC is a Limited Liability Company, Corporation or Limited Liability Partnership doing business in Montgomery County, State of Pennsylvania. FHA , HUD, and The United States Government are all Federal Government entities.

11. At all times relevant herein, Plaintiff is informed and believes and thereon alleges that the true names, and identities and capacities, whether individual corporation, association, partnership or otherwise are at this time unknown to Plaintiff who therefore sues said Defendant(s) by such fictitious names and will so amend complaint to show the true names and capacities of such Doe Defendant(s) when the same are ascertained.

12. At all times relevant herein, Defendants(s) are sued and were acting as principal employer, and or agent, servant and employee of the said principal(s) or employee(s), and all of the acts performed by them, or their agents, servants And employees, were performed with the knowledge and under the control of Said principal(s) or employer(s) and all such acts performed by such agents, servants and/or employers, were performed within the course and scope of their

authority. GMAC was acting "Under Color of Law" as they claim.

13. Defendant, GMAC shall identify or clarify who or what companies are "The Servicer", which companies are the actual "Mortgage Company", "The Investor(s) and all parties who have an interest in any way to the subject loan". Defendant, GMAC Mortgage, LLC, shall identify and amend the complaint to show them as Defendants and either accept service for the them or allow the Plaintiff time to amend and serve additional parties.

STATEMENT OF FACTS

14. Plaintiff refinanced a property he owned at 521 Cowpath Rd, Telford, Pa 18969, in July 2008 with LBA Financial and/or The Mortgage Electronic Registration Systems. The loan was later sold to GMAC and is now "Serviced" by GMAC. The mortgage loan has been serviced by GMAC at all times relevant in this claim.

15. GMAC, among other things, defaulted on the loan agreement, breached the contract and committed tortuous actions that caused harm to plaintiff; GMAC charged plaintiff a higher than allowed escrow amount on each monthly payment, placed "Forced Placed Insurance" on the property when plaintiff had insurance (then charged plaintiff for alleged Forced Placed Insurance); Then, subsequently declared plaintiff in default for not paying a higher than allowed escrow amount, or paying for "Forced Placed Insurance Premium". GMAC refused to take or accept the payment that the contract stated TAGGART was

supposed to make to them for the mortgage loan. TAGGART refused to pay "Forced Placed Insurance" as he maintained insurance at all times. TAGGART Attempted to pay the mortgage pursuant the mortgage contract, however GMAC refused to take payments.

16. GMAC then, in August 2009, wrongfully filed a complaint for a foreclosure action on the mortgage for the property located at 521 Cowpath Rd; Telford, Pa. 18966, Montgomery County, Pennsylvania; GMAC erroneously cited an alleged default on the part of Plaintiff to cover up for their devious actions that included several servicing violations and abuses.

17. GMAC subsequently reported to FHA that TAGGART was in default on his mortgage loan. GMAC reported plaintiff, Kenneth Taggart as, "In Default" via the Credit alert or credit reporting system maintained by the government (CAVERS List or CAIVERS List). TAGGART's FHA license was subsequently removed from FHA's approved appraiser database on January 27, 2010; This was caused by the reporting by GMAC to FHA/HUD of the erroneous default by TAGGART. GMAC also claims they are required to report all accounts as "In Default" to "The Bad Credit List" or "CAVRS" once they have not received payment for 90 days for any reason, *even if the loan is in dispute*.

(emphasis added) Note: TAGGART did not refuse to payment, GMAC refused to accept his payments pursuant the mortgage contract and agreement.

18. As a result of the inaccurate reporting of the loan by GMAC, "Acting Under Color of Law", TAGGART's license to perform Appraisals for FHA Loans was

taken away; Despite TAGGART's stellar record with the FHA for many years, this instantly took his license away and made him ineligible to apply for FHA approval status until GMAC stopped reporting TAGGART as "In Default" on his FHA loan.

19. TAGGART contacted The "FHA" and HUD to inform them of the inaccurate reporting and requested a Hearing or "Due Process",; The FHA simply told plaintiff that they would not change anything regarding the status of TAGGART's appraiser eligibility until GMAC reported him in "Good Standing" or "Not in Default". Plaintiff also contacted HUD via a letter(s), to resolve this inaccurate reporting and received no response. Plaintiff also contacted his United States Congressman and United States Senators; His United States Congressman and United States Senators simply told Plaintiff to do whatever GMAC wanted them to do (That was pay inflated escrow in violation of the mortgage contract and pay "Forced Placed Insurance Premiums"). They simply *assumed* GMAC was *correct* without any investigation. They did nothing to correct the errors or restore the FHA license entitled to TAGGART to complete FHA appraisal assignments. TAGGART had an outstanding record with the FHA and meet all of the other eligibility requirements.

20. As a result of the actions by GMAC, FHA, HUD, and "THE GOVERNMENT's", actions, Plaintiff has suffered, among other things, a loss of income as an FHA appraiser, defamation of character, other loss of income as a result of their actions and severe emotional stress. All Defendants have, among other things, violated Plaintiffs Civil Rights of "The United States Constitution" and "The Pennsylvania State Constitution". Plaintiff is hereby

entitled to relief for damages suffered as a result of *all* Defendant's *willful* and *despicable* actions.

21. All Defendants have violated Plaintiff's United States Constitutional Rights and The Pennsylvania State Constitutional Rights to a "Fair Trial" (5th & 7th Amendments of The U.S. Constitution). The have rendered plaintiff guilty without a "Fair Trial", "Due Process" or even a Hearing.

22. All Defendants have violated Plaintiff's United States Constitutional rights and The Pennsylvania State Constitutional Rights by taking "Property" away from plaintiff without "Due Process". All defendants simply took Plaintiff's FHA license away without "Due Process" or even a hearing (5th & 7th Amendments of The U.S. Constitution)

FIRST CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against all Defendants for lack of "Due Process" and allege as follows:

23. Plaintiff repeats and re pleads paragraphs 1 through 22 and incorporates the allegations by reference as though fully set-forth herein.

24. All Defendants violated "The Constitution of The United States of America As they took "Property" from Plaintiff without any "Due Process"; A violation of

The 5th Amendment of The United States Constitution. TAGGART's FHA license To perform FHA appraisals was taken away from him without any "Due Process" by the actions all defendants. No "Due Process" to this date has been completed for the taking of TAGGART's FHA license.

25. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

26. Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

27. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to "General Damages" as well as "Punitive Damages" The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

SECOND CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for violations by all Defendants and allege as follows:

28. Plaintiff repeats and re pleads paragraphs 1 through 22 and incorporates the allegations by reference as though fully set-forth herein

29. All Defendants violated, "The Constitution of The State of Pennsylvania" or "The Commonwealth of Pennsylvania", as they took "Property" from Plaintiff without any "Due Process"; No "Due Process" to this date has been completed for the taking of TAGGART's (Property) FHA license.

30. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

31. Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

32. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to "General Damages" as well as "Punitive Damages" The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

THIRD CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against all Defendants for lack of "Fair Trial" and allege as follows:

33. Plaintiff repeats and re pleads paragraphs 1 through 22 and incorporates the allegations by reference as though fully set-forth herein.

34. All Defendants violated "The Constitution of The United States of America As they took "Property" from Plaintiff without any "Fair Trial"; A violation of The 7th Amendment of The United States Constitution. TAGGART's FHA license to perform FHA appraisals was taken away from him without any "Fair Trial" by the actions all defendants. No "Fair Trial" to this date has been completed for the taking of TAGGART's FHA license.

35. Defendant(s), and each of them, committed the acts herein alleged

maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

36. Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

37. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to "General Damages" as well as "Punitive Damages" The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS
PRAYED

FOURTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against all Defendants for lack of "Fair Trial" and allege as follows:

38. Plaintiff repeats and re pleads paragraphs 1 through 22 and incorporates the allegations by reference as though fully set-forth herein.

39. All Defendants violated, "The Constitution of The State of Pennsylvania" or "The Commonwealth of Pennsylvania", As they took "Property" from Plaintiff without any "Fair Trial"; A violation of , "The Constitution of The State of Pennsylvania" or "The Commonwealth of Pennsylvania". TAGGART's FHA license to perform FHA appraisals was taken away from him without any "Fair Trial" by the actions all defendants. No "Fair Trial" to this date has been completed for the taking of TAGGART's FHA license.

40. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

41. Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount

to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

42. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to "General Damages" as well as "Punitive Damages" The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

FIFTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against all Defendants for "Restraint of Trade" and allege as follows:

43. Plaintiff repeats and re pleads paragraphs 1 through 22 and incorporates the allegations by reference as though fully set-forth herein.

44. The actions of all Defendants restrained TAGGART's ability to "Make a Living" as an appraiser by preventing him from completing FHA appraisals, something he has done form many years. It has also caused TAGGART to loose other mortgage appraisal business as clients and/or prospective clients will only hire appraisers on the FHA list for conventional appraisals and other appraisals. TAGGART's FHA license to perform FHA appraisals was willfully taken away

from him without any "Fair Trial" or "Due Process" by the actions all defendants.
No "Fair Trial" or "Due Process to this date has been completed for the taking of
TAGGART's FHA license.

45. Defendant(s), and each of them, committed the acts herein alleged
maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs
rights. Conduct by the Defendant (s), and each of them, amounted to malice and
was carried out in a despicable, deliberate, cold, callous and intentional manor
thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in
an amount according to proof. Plaintiff is also entitled to "General Damages"
as a result of all of the Defendants actions

46. Plaintiff informed and believes that as a further result of all of the
Defendant's conduct, Plaintiff has suffered economic damages in the amount
to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all
Defendants actions

47. Plaintiff is informed and believes and thereon alleges that as a result of
the misrepresentations and actions by all of the Defendants, he is also entitled to
"General Damages" as well as "Punitive Damages" The Plaintiff has suffered
severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS
PRAYED

SIXTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against all Defendants for "Defamation" and allege as follows:

48. Plaintiff repeats and re pleads paragraphs 1 through 22 and incorporates the allegations by reference as though fully set-forth herein.

49. The actions of all Defendants "Defamed" TAGGART's personal & Professional Reputation as an appraiser by erroneously reporting that he is ineligible to be on the FHA licensed appraiser list. The also "Defamed" TAGGART by preventing him from completing FHA appraisals, something he has done form many years. It has also caused TAGGART to loose other mortgage appraisal business as clients and/or prospective clients will only hire appraisers on the FHA list for conventional appraisals and other appraisals. TAGGART's FHA license to perform FHA appraisals was willfully taken away from him without any "Fair Trial" or "Due Process" by the actions all defendants. No "Fair Trial" or "Due Process" to this date has been completed for the taking of TAGGART's FHA license.

50. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in

an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

51. Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

52. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to "General Damages" as well as "Punitive Damages" The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

SEVENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against all Defendants for "Tortuous" and allege as follows:

53. Plaintiff repeats and re pleads paragraphs 1 through 22 and incorporates the allegations by reference as though fully set-forth herein.

54. The actions of all Defendants are "Tortuous" and caused TAGGART harm including: loss of income, personal reputation, professional reputation, loss

of FHA appraiser license, loss of Pennsylvania State and U.S Constitutional rights, and rights regarding mortgage agreement.

55. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

56. Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

57. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to "General Damages" as well as "Punitive Damages" The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

EIGHTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against all Defendants for The Unfair Trade Practices Act & Consumer Protection Laws "" and allege as follows:

58. Plaintiff repeats and re pleads paragraphs 1 through 22 and incorporates the allegations by reference as though fully set-forth herein.

59. The actions of all Defendants are a violation of "The Unfair Trade Practices Act & Consumer Protection Laws" and caused TAGGART harm including: loss of income, personal reputation, professional reputation, loss of FHA appraiser license, loss of Pennsylvania State and U.S Constitutional rights, and rights regarding mortgage agreement.

60 Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

61. Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount

to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

62. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to "General Damages" as well as "Punitive Damages" The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

NINTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against all Defendants and allege as follows:

63. Plaintiff repeats and re pleads paragraphs 1 through 22 and incorporates the allegations by reference as though fully set-forth herein.

64. Plaintiff cites the actions of all Defendants for any other laws that are applicable to the case that caused harm to TAGGART, including but not limited to, loss of income, personal reputation, professional reputation, loss of FHA appraiser license, violations of Pennsylvania State and U.S Constitutional rights, and rights regarding mortgage agreement.

65 Defendant(s), and each of them, committed the acts herein alleged

maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

66. Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

67. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to "General Damages" as well as "Punitive Damages" The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against Defendants, The GOVERNMENT, HUD, & FHA to **Stop removing appraisers from the FHA Approved Appraisers List** and denying “FHA License” to perform appraisals for being on the “CAVRS LIST” as no law permits them to do so. Plaintiff also seeks damages from all defendants for their actions

68. Plaintiff repeats and re pleads paragraphs 1 through 22 and incorporates the allegations by reference as though fully set-forth herein.

69. Defendants, The GOVERNMENT, HUD, & FHA have removed Plaintiff, TAGGART’S, “License to perform FHA Appraisals” simply due to the reporting of defendant GMAC to THE GOVERNMENT’S “CAVRS LIST”.

70. Defendants, The GOVERNMENT, HUD, & FHA have no legal authority under the law to remove an appraiser in good standing for simply being on the “CAVRS List”.

71. Even if Defendants, The GOVERNMENT, HUD, & FHA were found to have legal authority to do so, The policy should be abolished as it does not benefit The GOVERNMENT, HUD, & FHA in any way. It only decreases the pool of approved appraisers, creates a shortage of appraisers, and causes the consumers to pay higher appraiser fees for FHA appraisals due to this policy.

72. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

73 Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

74. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to "General Damages" as well as "Punitive Damages" The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

ELEVENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against Defendants, The GOVERNMENT, HUD, & FHA to **Stop removing appraisers from the FHA Approved Appraisers List** and denying A License "Without Due Process" & "A Fair Trial"

75. Plaintiff repeats and re pleads paragraphs 1 through 22 and incorporates the allegations by reference as though fully set-forth herein.

76. "FHA/HUD revoked TAGGART's License" to perform appraisals WITHOUT "Due Process" (or Notice) and in violation of The 5th Amendment & 7th Amendment of The Constitution of The United States of America.

77. Defendants, The GOVERNMENT, HUD, & FHA have removed Plaintiff, TAGGART'S, "License to perform FHA Appraisals" simply due to the reporting of Defendant, GMAC to THE GOVERNMENT'S "CAVRS LIST".

78. The GOVERNMENT, HUD, & FHA removed Plaintiff, TAGGART's, FHA License from him with absolutely no "Due Process and No "Fair Trial". Plaintiff is entitled to "Due Process" under "The 5th Amendment" & "7th Amendment" of the Constitution of The United States of America.

79. Defendants, The GOVERNMENT, HUD, & FHA removed Plaintiff, TAGGART's License with simply the erroneous reporting by Defendant, GMAC That Plaintiff, TAGGART, is in default.

81. No court of law has rendered a verdict in the litigation whether Plaintiff, TAGGART, or Defendant, GMAC are in default; Therefore, no "due Process" has taken place.

82. Even if Defendant, GMAC did eventually have a judgment entered in their favor, Plaintiff, TAGGART has had his license removed without due process first.

83. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

84 Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

85. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to "General Damages" as well as "Punitive Damages" The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWELTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against Defendants, The GOVERNMENT, HUD, FHA & GMAC for **“A Declaratory Judgment”** . Plaintiff seeks Declaratory Judgement whether Plaintiff received “Due Process” & “A Fair Trial” (under The United States Constitution & Pennsylvania State Constitution) when his “FHA License to perform appraisals was taken from him

86. Plaintiff repeats and re pleads paragraphs 1 through 85 and incorporates the allegations by reference as though fully set-forth herein.

87. “FHA License” to perform appraisals WITHOUT “Due Process and in violation of The 5th Amendment & 7th Amendment of The Constitution of The United States of America.

88. Defendants, The GOVERNMENT, HUD, & FHA have removed Plaintiff, TAGGART’S, “License to perform FHA Appraisals” simply due to the reporting of Defendant, GMAC to THE GOVERNMENT’S “CAVRS LIST”.

89. The GOVERNMENT, HUD, & FHA removed Plaintiff, TAGGART’s, FHA License from him with absolutely no “Due Process and No “Fair Trial”. Plaintiff is entitled to “Due Process” under “The 5th Amendment” & “ 7th Amendment” of the Constitution of The United States of America.

90. Defendants, The GOVERNMENT, HUD, & FHA removed Plaintiff, TAGGART's License with simply the erroneous reporting by Defendant, GMAC That Plaintiff, TAGGART, is in default.

91. No court of law has rendered a verdict in the litigation whether Plaintiff, TAGGART, or Defendant, GMAC are in default; Therefore, no "due Process" has taken place.

92. Even if Defendant, GMAC did eventually have a judgment entered in their favor, Plaintiff, TAGGART has had his license removed without due process first.

93. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

94 Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

95. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to

“General Damages” as well as “Punitive Damages” The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

THIRTEENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against Defendants, The GOVERNMENT, HUD, FHA & GMAC for **“A Declaratory Judgment”** . Plaintiff seeks a “Declaratory Judgment” “whether The GOVERNMENT, HUD, FHA may remove an Appraisers FHA License for being on “The CAVRS LIST’ & **“Declaratory Judgment”** whether The GOVERNMENT, HUD, FHA has the Legal Authority to remove an Appraiser’s FHA License for anything other than poor appraisal quality or performance.

96. Plaintiff repeats and re pleads paragraphs 1 through 95 and incorporates the allegations by reference as though fully set-forth herein

97. Plaintiff seeks a “Declaratory Judgment” “whether The GOVERNMENT, HUD, FHA may remove an Appraisers FHA License for being on “The CAVRS LIST’

98. Plaintiff has had his FHA License removed by The GOVERNMENT, HUD, FHA for simply being *erroneously* “reported” as “In Default” by GMAC.

99. **To this date no judgment has been entered against Taggart** for being
"In Default" on the loan from GMAC on Cowpath Rd.

100. Plaintiff informed and believes that as a further result of all of the
Defendant's conduct, Plaintiff has suffered economic damages in the amount
to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all
Defendants actions

101. Defendant(s), and each of them, committed the acts herein alleged
maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs
rights. Conduct by the Defendant (s), and each of them, amounted to malice and
was carried out in a despicable, deliberate, cold, callous and intentional manor
thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in
an amount according to proof. Plaintiff is also entitled to "General Damages"
as a result of all of the Defendants actions

102. Plaintiff informed and believes that as a further result of all of the
Defendant's conduct, Plaintiff has suffered economic damages in the amount
to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all
Defendants actions

103. Plaintiff is informed and believes and thereon alleges that as a result of
the misrepresentations and actions by all of the Defendants, he is also entitled to
"General Damages" as well as "Punitive Damages" The Plaintiff has suffered
severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS
PRAYED

FOURTEENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR
RELIEF against Defendants, The GOVERNMENT, HUD, & FHA to Change/
Amend "Reporting Procedures" for the reporting of "The Payment Status" or/or
"The Performance Status" of loans to CAVRS and other Credit Reporting
Agencies the to conform with The Fair Debt Collection Practices Act ,The Fair
Credit Reporting Act, and accurately report status of loan.

102. Plaintiff repeats and re pleads paragraphs 1 through 95 and incorporates
the allegations by reference as though fully set-forth herein

103. Defendant, GMAC alleged ,in the foreclosure case filed by them, that it
was only able to report to the loan status 2 ways... "In default"... or "Current".

104. The fact that there is litigation regarding the loan ,notwithstanding the
several disputes on the loan prior to litigation, shows that there are unresolved
disputes. This also indicates that no court of law has rendered a judgment in the
favor of either party to this point.

105. Defendant(s), and each of them, committed the acts herein alleged
maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs

rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

106. Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

107. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to "General Damages" as well as "Punitive Damages" The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

108. Plaintiff seeks relief from the Government in the form of: Changing the Reporting options on the status of loans that do not violate the civil rights of Plaintiff, and conforming to the Fair Credit Reporting Act & Fair Debt Collections Act, which states that all creditor must report information accurately.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

FIFTEENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against Defendants, The GOVERNMENT, HUD, & FHA to Change/ Amend policy to permit government employees from imposing religious beliefs upon people, either orally or in written correspondence. The GOVERNMENT, HUD, & FHA also violated Plaintiff, TAGGART's U.S. Constitutional Right to Religion.

109. Plaintiff repeats and re pleads paragraphs 1 through 108 and incorporates the allegations by reference as though fully set-forth herein

110. FHA/HUD representative & employee, Avis Ivy, imposed her religious beliefs in correspondence to TAGGART when TAGGART was attempting to resolve the issue of his FHA License/Appraisers Status with Ms. Ivy.

111. **Ms. Avis Ivy stated** in her correspondence **"Be thankful in all things And know God is working it out for your good. Learn to praise even when you want to cry"** (see Exhibits HUD 14-20, HUD 22-24, HUD 26-27, HUD 30-38, HUD 40 – 42)

112. Ms. Avis Ivy, HUD, FHA, & The United States Government violated TAGGART'S RIGHT TO Freedom of Religion and imposed "God" or their version of "God" upon TAGGART during their normal course of business. This is a violation of The 1st Amendment of The United States Constitution.

113. HUD/FHA & The GOVERNMENT imposed their view of religion upon TAGGART by making unsolicited representations referring to "GOD" or their Version of "GOD"

114. Furthermore, HUD/FHA & The Government did not resolve the issue regarding the license, the simply asserted that "God is working it out for your Good".

115. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

116. Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

117. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to "General Damages" as well as "Punitive Damages" The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

118. Plaintiff seeks relief from the Government in the form of: Changing the Reporting options on the status of loans that do not violate the civil rights of Plaintiff, and conforming to the Fair Credit Reporting Act & Fair Debt Collections Act, which states that all creditor must report information accurately.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

ALL FOR WHICH PLAINTIFF PRAY AS FOLLOWS

On all Claims for Relief FROM ALL PARTIES:

- 1. Compensatory Damages in an amount of \$5,000.000.**
- 2. General Damages in the amount of \$15,000.000.**
- 3. Punitive Damages in the amount of \$15,000.000.**
- 4. Statutory Damages in the amount of \$15,000.000.**
- 5. Special Damages in the amount of \$15,000.000.**
- 6. Treble Damages in the amount of \$15,000.000.**
- 7. Reinstatement of FHA License Status as Approved Appraiser**
- 8. Cost of suit;**
- 9. Attorney's fees; and,**

10. Such other relief as the court deems just and proper

11. “Declaratory Judgment” whether Plaintiff received “Due Process” & “A Fair Trial” (under The United States Constitution & Pennsylvania State Constitution) when his “FHA License to perform appraisals was taken from him In January 2010”.

12. “Declaratory Judgment” whether The GOVERNMENT, HUD, FHA has the Legal Authority to remove an Appraiser’s FHA License for simply being on the CAVRS List (Bad Credit List)

13. “Declaratory Judgment” whether The GOVERNMENT, HUD, FHA has the Legal Authority to remove an Appraiser’s FHA License for anything other than poor appraisal quality or performance.

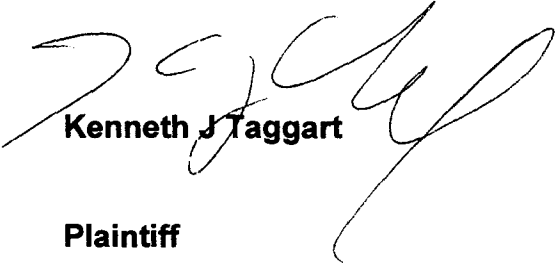
14. RELIEF against Defendants, The GOVERNMENT, HUD, & FHA to Change/ Amend “Reporting Procedures” for the reporting of “The Payment Status” or/or “The Performance Status” of loans to CAVRS and other Credit Reporting Agencies the to conform with The Fair Debt Collection Practices Act , The Fair Credit Reporting Act, and accurately report status of loan to any third party.

15. Revocation of HUD/FHA policy to remove appraisers from the FHA approved list for being on the CAVRS List.

16. Revocation of HUD/FHA policy to place a person on ‘CAVRS List” or any “Bad Credit List” when the loan is in dispute or litigation.

17. HUD/FHA are required to change options for reporting true status of loans to "CAVRS List" Or "Bad Credit List". The current Options do not accurately reflect the true status of all loans including Plaintiff's.

MARCH 22, 2012



Kenneth J Taggart

Plaintiff

Pro Se

Certificate of Service

No: 09-25338

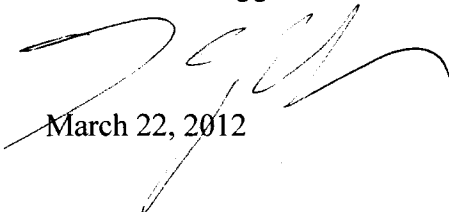
The undersigned certifies that on February 17, 2012, he caused a copy of :

"Amended Civil Complaint"

to be delivered to the court via personal service. The foregoing was also delivered via personal service on March 22, 2012 to :

U.S. Attorney's Office,
Eastern District of Pennsylvania
615 Chestnut St
Suite #1250
Philadelphia, Pa 19106-4404

Kenneth J Taggart, Pro se


March 22, 2012

EXHIBITS

CONGRESSMAN PATRICK J. MURPHY
EIGHTH CONGRESSIONAL DISTRICT, PENNSYLVANIA

HOUSE ARMED SERVICES COMMITTEE
MILITARY PERSONNEL SUBCOMMITTEE
TERRORISM AND UNCONVENTIONAL THREATS
AND CAPABILITIES SUBCOMMITTEE

HOUSE PERMANENT SELECT
COMMITTEE ON INTELLIGENCE



Congress of the United States
House of Representatives
Washington, DC 20515

February 16, 2010

1608 LONGWORTH BUILDING
WASHINGTON, DC 20515
PHONE: (202) 225-4276
FAX: (202) 225-9511

BRISTOL OFFICE:
414 MILL STREET
BRISTOL, PA 19007
PHONE: (215) 826-1963
FAX: (215) 826-1987

DOYLESTOWN OFFICE:
72 NORTH MAIN STREET
DOYLESTOWN, PA 18901
PHONE: (215) 348-1194
FAX: (215) 348-1449

[HTTP://PATRICKMURPHY.HOUSE.GOV](http://PATRICKMURPHY.HOUSE.GOV)

Mr. Kenneth Taggart
45 Heron Rd
Holland, PA 18966-2109

Dear Mr. Taggart:

Thank you for contacting my office about the problems you are experiencing with GMAC. Although I cannot guarantee a particular outcome, I want you to know that my staff and I will do our best to help you receive a fair and timely response.

My office has received the necessary written authorization from you which allows me or a designated member of my staff to contact GMAC on your behalf. I will be back in touch with you as soon as I receive a response from GMAC.

In cases involving a federal agency, the role of my office is to facilitate the processes involved, gain a fair hearing for your case, and sometimes advocate for a particular outcome. Please bear in mind that my staff cannot force an agency to expedite your case or to act in your favor. In addition, my office is not able to offer legal advice or act as an attorney, and the rules of the House of Representatives do not allow me to intervene in or influence the outcome of cases that are under the jurisdiction of a court. Finally, our office does not normally intervene in matters under the jurisdiction of local or state governments.

If you have any questions in the meantime, please feel free to contact Laura Andrews in my Bristol office at 215-826-1963. My staff and I look forward to working with you.

Sincerely,

Patrick J. Murphy
MEMBER OF CONGRESS

PJM/oj

HUD 1

CONGRESSMAN PATRICK J. MURPHY
EIGHTH CONGRESSIONAL DISTRICT, PENNSYLVANIA

HOUSE ARMED SERVICES COMMITTEE
MILITARY PERSONNEL SUBCOMMITTEE
TERRORISM AND UNCONVENTIONAL THREATS
AND CAPABILITIES SUBCOMMITTEE

HOUSE PERMANENT SELECT
COMMITTEE ON INTELLIGENCE



Congress of the United States
House of Representatives
Washington, DC 20515

1608 LONGWORTH BUILDING
WASHINGTON, DC 20515
PHONE: (202) 225-4278
FAX: (202) 225-9511

BRISTOL OFFICE:
414 MILL STREET
BRISTOL, PA 19007
PHONE: (215) 826-1963
FAX: (215) 826-1997

DOYLESTOWN OFFICE:
72 NORTH MARK STREET
DOYLESTOWN, PA 19801
PHONE: (215) 348-1184
FAX: (215) 348-1448

[HTTP://PATRICKJ.MURPHY.HOUSE.GOV](http://PATRICKJ.MURPHY.HOUSE.GOV)

February 16, 2010

GMAC
200 Renaissance Center
Detroit, MI 48265-2000

To Whom It May Concern:

Enclosed is a copy of correspondence I have received from my constituent, Kenneth J Taggart, regarding the problem that he is having with the GMAC. I believe that you will find the enclosed correspondence to be self-explanatory.

I would appreciate it if you would review the enclosed documents and provide me with any information that may be helpful to my constituent. Please direct your response to the attention of Laura Andrews in my office at: 414 Mill Street, Bristol, PA 19007 (215-826-1963).

I am grateful for any assistance you may be able to provide in this matter.

Sincerely,

Patrick J. Murphy
MEMBER OF CONGRESS

PJM/oj
Enclosure

MCD 2

CONGRESSMAN PATRICK J. MURPHY
EIGHTH CONGRESSIONAL DISTRICT, PENNSYLVANIA

HOUSE ARMED SERVICES COMMITTEE
MILITARY PERSONNEL SUBCOMMITTEE
TERRORISM AND UNCONVENTIONAL THREATS
AND CAPABILITIES SUBCOMMITTEE

HOUSE PERMANENT SELECT
COMMITTEE ON INTELLIGENCE



Congress of the United States
House of Representatives
Washington, DC 20515

February 16, 2010

1609 LONGWORTH BUILDING
WASHINGTON, DC 20515
PHONE: (202) 225-4275
FAX: (202) 225-9511

BRISTOL OFFICE:
414 MILL STREET
BRISTOL, PA 19007
PHONE: (215) 826-1963
FAX: (215) 826-1997

DOYLESTOWN OFFICE:
72 NORTH MAIN STREET
DOYLESTOWN, PA 18901
PHONE: (215) 348-1194
FAX: (215) 348-1449

[HTTP://PATRICKJAMURPHY.HOUSE.GOV](http://PATRICKJAMURPHY.HOUSE.GOV)

Mr. Kenneth Taggart
45 Heron Rd
Holland, PA 18966-2109

Dear Mr. Taggart:

Thank you for contacting my office about the problems you are experiencing with the U.S. Department of Housing and Urban Development. Although I cannot guarantee a particular outcome, I want you to know that my staff and I will do our best to help you receive a fair and timely response.

My office has received the necessary written authorization from you which allows me or a designated member of my staff to contact HUD on your behalf. I will be back in touch with you as soon as I receive a response from HUD.

In cases involving a federal agency, the role of my office is to facilitate the processes involved, gain a fair hearing for your case, and sometimes advocate for a particular outcome. Please bear in mind that my staff cannot force an agency to expedite your case or to act in your favor. In addition, my office is not able to offer legal advice or act as an attorney, and the rules of the House of Representatives do not allow me to intervene in or influence the outcome of cases that are under the jurisdiction of a court. Finally, our office does not normally intervene in matters under the jurisdiction of local or state governments.

If you have any questions in the meantime, please feel free to contact Laura Andrews in my Bristol office at 215-826-1963. My staff and I look forward to working with you.

Sincerely,

Patrick J. Murphy
MEMBER OF CONGRESS

PJM/oj

HUD 3

CONGRESSMAN PATRICK J. MURPHY
EIGHTH CONGRESSIONAL DISTRICT, PENNSYLVANIA

HOUSE ARMED SERVICES COMMITTEE
MILITARY PERSONNEL SUBCOMMITTEE
TERRORISM AND UNCONVENTIONAL THREATS
AND CAPABILITY SUBCOMMITTEE

HOUSE PERMANENT SELECT
COMMITTEE ON INTELLIGENCE



Congress of the United States
House of Representatives
Washington, DC 20515

1009 LONGWORTH BUILDING
WASHINGTON, DC 20515
PHONE: (202) 225-4276
FAX: (202) 225-9511

BRISTOL OFFICE:
414 MILL STREET
BRISTOL, PA 19007
PHONE: (215) 826-1963
FAX: (215) 826-1987

DOYLESTOWN OFFICE:
72 NORTH MAIN STREET
DOYLESTOWN, PA 18901
PHONE: (215) 348-1194
FAX: (215) 348-1449

[HTTP://PATRICKMURPHY.HOUSE.GOV](http://PATRICKMURPHY.HOUSE.GOV)

February 16, 2010

Mr. John Bravacos
Regional Director
U.S. Department of Housing
100 Penns Square East
Philadelphia, PA 19104

Dear Mr. Bravacos,

Enclosed is a copy of correspondence I have received from my constituent, Kenneth J Taggart, regarding the problem that he is having with the U.S. Department of Housing and Urban Development. I believe that you will find the enclosed correspondence to be self-explanatory.

I would appreciate it if you would review the enclosed documents and provide me with any information that may be helpful to my constituent. Please direct your response to the attention of Laura Andrews in my office at: 414 Mill Street, Bristol, PA 19007 (215-826-1963).

I am grateful for any assistance you may be able to provide in this matter.

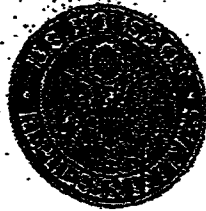
Sincerely,

Patrick J. Murphy
MEMBER OF CONGRESS

PJM/oj
Enclosure

MUD 4

212.



Privacy Release Form Office of Congressman Patrick J. Murphy

The Privacy Act of 1974 requires written consent from the constituent before information can be obtained from a government agency's records.

NOTE: Members of Congress are empowered to help constituents interact with agencies and offices of the federal government and other entities. Although Members and their staff cannot force an agency to expedite your case or act in your favor, they can frequently intervene to facilitate the processes involved, encourage an agency to give your case consideration and sometimes advocate for a favorable outcome.

Full Name (☒ Mr. ☐ Mrs. ☐ Ms.) Kenneth J. Taggart

Address 45 Meron Rd

City Holland

Pa

Zip Code 18966

Social Security Number

8292

Date of Birth

6/30

Home Phone

Work Phone

Cell Phone

Email Address Ktaggart@verizon.net

I prefer to be contacted by: ☒ Home Phone ☐ Work Phone ☒ Cell Phone ☐ Email

Federal Agency Category:

☐ Military

☐ Dept. of State (Visas)

☐ Passport

☐ Social Security

☐ Veterans

☐ Dept. of Transportation

☐ Medicare

☐ U.S. Postal Service

☒ HUD

☐ Dept. of Education

☐ Dept. of Labor

☐ Dept. of Justice

☐ IRS

☐ Immigration A# or Application #:

☒ Other (please specify) GMAC Mortgage

Attorney
Brian Flascher

Please identify other Senate or Congressional Offices you have or contacted about this issue:

- Specter

Senator(s) - Caspe

Representative(s)

213.

HUD 5

The following information is required.

Please briefly explain your problem and add copies of any relevant documentation:

Please state how you would like Congressman Murphy to help you and what your desired result would be.

Due to the Privacy Act of 1974 (Public Law 93-597), Federal and State government agencies are prohibited from releasing any information or discussing regarding another individual without that individual's written permission. Your signature on this page authorizes me, as your Congressman, or an authorized member of my staff to contact the proper officials on your behalf, discuss the matter, and receive any pertinent information.

I authorize Congressman Patrick Murphy and his staff to grant and obtain personal records, files and information about me pertaining to my request for assistance. I understand that I may revoke this authorization at any time.

Signature



Date

2/14/10

Signature of primary constituent receiving assistance - Third party signatures can not be accepted.

Bristol Office

Congressman Patrick J. Murphy
414 Mill Street
Bristol, PA 19007
Phone: (215) 826-1963
Fax: (215) 826-1997

Doylestown Office

Congressman Patrick J. Murphy
72 North Main Street
Doylestown, PA 19801
Phone: (215) 348-1194
Fax: (215) 348-1449

HUD 6

214.

Case Sheet

Subject: Housing / HUD Attention: _____

Information Taken By: CA Office Location: _____ Date: _____

Taken: ☐ By Phone ☒ During Office Visit ☐ Other _____ ☐ Old Case ☐ New Case

Person Contacting Office: Taggart

Mailing Address: _____

City, State, Zip Code: _____

Phone# H() W() Other()

Soc. Sec. #: _____ Claim #: _____ Date of Birth: _____

Problem/Comment: _____

HUD can't do anything until litigation is over

Independent appraiser could lose thousands per week (av. \$1200/week)

Has been an appraiser for 30 years - never a complaint

* Mortgage - Jan '09 - need to give proof of insurance - Constit gave proof - GMAC still forced insurance on him, even though insurance was paid through escrow - constituent forced to pay normal - pay went up \$1200/month - would not accept normal payment

(Attach authorization form if needed.)

12/94

orig. \$5400 to \$6669 now.

HUD 7

215.

filed counter claim -

Kenneth J Taggart
45 Heron Rd
Holland, Pa 18966

February 15, 2010

Fleischer, Fleischer & Suglia
Brian Fleisher
Plaza 100 at Main St
Suite #208
Voorhees, New Jersey, 08043

RE: GMAC Mortgage, LLC v. Kenneth J Taggart, Pro Se
Case No 09-25338

Dear Mr. Fleisher:

I am following up with the conversation we had
On February 12, 2010. As requested, I am submitting to you
additional information and developments in this case.

As you know, this case has been in dispute since
January 2009 as documented in the counterclaim filed against
GMAC Mortgage, LLC. There are currently servicing issues
(RESPA - SEC SIX) in regards to escrow payments as well as
other servicing issues. There are also violations of RESPA &
TILA in the origination process as well.

One of the main issues is in regards to the home owners
insurance and the monthly escrow payments on the mortgage.
There are also violations of RESPA & TILA in the origination
process as well.

In August 2009 GMAC Mortgage , LLC filed a complaint
for foreclosure in Montgomery County Court in the State of
Pennsylvania. The complaint alleges the mortgage is in
default and delinquent. The defendant, Kenneth J Taggart,
filed a counterclaim disputing GMAC Mortgage's claim and
alleging Violations of TILA & RESPA among other things
against GMAC Mortgage, LLC.

Since this loan has been documented to be in dispute
since January 2009 and is still not resolved, this loan
should never have been reported to: (FHA) The Federal
Housing Authority, (HUD) Housing and Urban Development, any
government agency or third party as being in default.

HUD 8

KT 60

This loan is not in default for several reasons:

1) GMAC Mortgage illegally placed "Forced Insurance" on the subject property when Kenneth J Taggart had obtained adequate insurance and provided copies of insurance to GMAC Mortgage, LLC; Furthermore, GMAC Mortgage was responsible to pay the premiums for the insurance obtained by Kenneth J Taggart, and did so. GMAC Mortgage not only paid for, but had copies of the insurance policies obtained by Kenneth J Taggart. Yet, GMAC Mortgage still placed a policy on the property at a cost of over 6 times the market rate.

They refused to drop the insurance, and raised the Escrow payment on the monthly payment over \$1,200 per month. They then adjusted it to an additional \$209 per month which was still incorrect. There was no explanation for the increase of \$1,200/month increase nor the adjusted \$209/month increase!

As of this date I am not sure if there is still "Forced Insurance", but Kenneth J Taggart has been charge late fees, inspection fees, legal fees, court costs, and other fees that GMAC Mortgage will not remove due to their inability to correct this issue. (Well documented)

GMAC Mortgage refused to remove any fees, demanded payment in full including all fees that were charged while in dispute, forced insurance, legal fees, court cost, inspection costs, and other fees - GMAC MORTGAGE WOULD ACCEPT ANYTHING LESS THAN WHAT THEY INCOMPETANTLY AND NEGLIGENTLY DECLARED WAS CORRECT. THEY WOULD NOT ACCEPT THE PAYMENT OF \$5,401 THAT WAS IN ALL OF THE MORTGAGE DOCUMENTS AND DISCLOSURES. THERE WAS NO RESON FOR PAYMENT TO CHANGE AS ADEQUATE INSURANCE WAS IN PLACE AND TAXES WERE THE SAME OR RELATIVELY CLOSE TO THE SAME.

2) There are/were several Truth-In-Lending and Real Estate Settlement & Procedures Act violations during the origination process of this loan; Subsequent lenders are liable for violations of previous lenders. GMAC Mortgage Knowingly purchased a loan that did not comply with Truth-In-Lending statutes as well as Real Estate Settlement & Procedures Act statutes.

HUD 9

KTGL

- RESPA: a) did not disclose all terms within 3 days of application.
- b) did not provide closing documents and mortgage documents 24 hours prior to settlement.
- c) other RESPA violations

- TILA violations:
 - a) failed to provide Rescission within 3 days after full disclosure at settlement.

THIS LOAN IS ELIGIBLE TO BE RESCINDED DUE TO LACK OF FULL DISCLOSURE AND EXTENSION OF 3 DAY RIGHT OF RESCISSION AFTER FULL DISCLOSURE.

- b) Failed to follow TILA guidelines and Regulation "Z" on TILA disclosures.

- c) Violated other TILA statutes as provided in Counterclaim.

3) Other violations in the counterclaim that include violations of "The Pennsylvania Unfair Trade Practices Act & Consumer Protection Laws", other RESPA servicing laws, Fair Credit Reporting Act Statutes, among other things listed in the complaint.

- a) Multiple violations of the Unfair Trade Ppractices Act & Consumer Protection Laws
- b) Multiple violations of the "Fair Credit Reporting Act"
- c) RESPA Servicing violations
- d) Other Servicing violations

Since GMAC Mortgage is currently reporting the status Of the loan inaccurately as "In Default" to HUD/FHA, it has prevented Kenneth J Taggart from participating in any government programs. GMAC Mortgage's reporting places Kenneth J Taggart on the "CAIVERS LIST" which excludes him from participating in any government program.

Kenneth J Taggart is an FHA /HUD approved appraiser and GMAC Mortgage's incorrect reporting of the status of the loan in question has made Kenneth J Taggart ineligible to

HUD 10

KTC 2

participate as an FHA/ HUD approved appraiser. This has had a significant impact on the volume of work and reputation of Kenneth J Taggart's professional reputation. This has severely damaged the reputation and ability of Kenneth J Taggart to earn a living.

The volume of FHA/ HUD appraisals can range from 60% - 80% of the work received by Kenneth J Taggart. This has had a detrimental affect of the income received by Kenneth J Taggart.

The incorrect reporting of this loan has caused among other things, "Defamation of Character", "Restraint of Trade", and "A violation of Civil Rights".

This action, reporting inaccurate information to FHA/ HUD, has significantly increased the damages to Kenneth J Taggart; This will only increase the negligence and damages already caused by GMAC Mortgage, LLC. Actual losses of income as a result of this reporting could be as much as \$500,000 or more; Punitive damages as a result of this could be in the millions for such willful & malicious action(s).

I am requesting that the reporting of this loan as "In Default, Foreclosure or any derogatory information" to FHA, HUD, any government agency, credit bureau, or any other third party. This loan should only be marked as "In Dispute", "Current", or be removed and the account not be reported at all as no court of law in the United sates of America has found Kenneth J Taggart guilty of any default or anything that should be considered derogatory. Restraint from reporting any derogatory information should continue until any and all appeals & litigation has been exhausted.

GMAC Mortgage has reported to FHA & HUD that the loan is in Foreclosure and/ or delinquent when there has been no judgement rendered by any court of law in The United States Of America. This is a violation of Civil Rights to assert or enter judgement without a fair trial!

HUD H

15763

Kenneth J Taggart will also be filing a complaints with appropriate government agencies in reference to the inaccurate reporting, incompetent servicing, and violations of law in regards to the origination of this loan. Complaints will be filed with the following agencies:

- A) The Office of the Comptroller Of Currency's Office.
- B) Federal Trade Commission
- C) U.S. Attorney General & Dept Of Justice.
- D) Pennsylvania State Attorney General
- E) Federal Deposit Insurance corporation
- F) Federal Housing Administration
- G) Department of Housing and Urban Development

I am hoping to resolve this amicably. However, due to the immediate impact of GMAC Mortgage's actions, Kenneth J Taggart will not have any choice but to take legal action in the very near future.

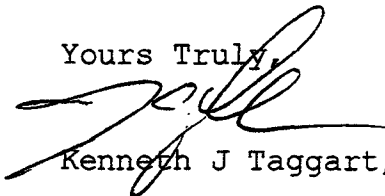
I expect to take legal action as early as February 26, 2010, but no later than March 15, 2010 due to the serious nature and immediate impact on Kenneth J Taggart. Legal action will include, but will not be limited to; violations of privacy, violation of civil rights, defamation of character, restraint of trade, reporting false information to government agencies, making false statements to government agencies, reporting false information to credit bureaus.

Kenneth J Taggart will also seek an immediate injunction for GMAC Mortgage to "Cease and Desist" the detrimental actions that are causing immediate harm to Kenneth J Taggart.

You may contact me to discuss any or all of these issues by email or phone. You my contact me at:

[REDACTED] or [REDACTED]

Yours Truly,



Kenneth J Taggart, Pro Se

Redacted

HVD 12

RT64

KEN TAGGART

From: "KEN TAGGART" ~~Redacted~~
To: "Brian Fleischer" <bffleischer@fleischerlaw.com>
Sent: Friday, March 05, 2010 12:06 PM
Attach: gmacletter21510.wps
Subject: Fw: GMAC Mortgage v Taggart

Dear Mr Fleisger,

I am following up from the letter sent a few weeks ago. Do you have anything from your client. I will be taking legal action shortly unless I hear from you soon.

Ken Taggart

— Original Message —

From: KEN TAGGART
To: Brian Fleischer
Sent: Wednesday, March 17, 2010 8:31 AM
Subject: GMAC Mortgage v Taggart

Dear Mr Fleischer,

Attached is a letter regarding updates on this case. I also fowrded you an email from FHA/HUD supporting the information provided in the letter.

I hope that these issues can be resolved as soon as possible.

Thank You for your cooperation

Kenneth J Taggart, Pro Se

HUD 13

KTC5
3/11/2010

KEN TAGGART

From: "AppraiserRoster" <AppraiserRoster@hud.gov>
To: [REDACTED]
Sent: Friday, February 12, 2010 11:50 AM
Subject: FHA: CAIVERS ISSUE AND APPRAISER ROSTER.

Redacted

Mr. Taggart,

FHA will not reinstate your status as long as your mortgage company is reporting to us that you are in a foreclosed status. If you can submit documentation that your mortgage company is reporting false information and you are not in a foreclosure status, then please do so and we will further review your case.



Avis P. Ivey
Program Analyst/Roster Manager
FHA/Valuation Policy Division
202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: AppraiserRoster
Sent: Friday, February 12, 2010 11:43 AM
To: Ivey, Avis P
Subject: FW: CAIVERS ISSUE AND APPRAISER ROSTER.

From: KEN TAGGART [mailto:[REDACTED]]
Sent: Friday, February 12, 2010 11:30 AM
To: AppraiserRoster
Subject: CAIVERS ISSUE AND APPRAISER ROSTER.

Redacted

The Caivers system has knocked me off the FHA approved appraiser list a a mortgage company has listed me as in default.

HUD 14

KT 179

2/12/2010

This is in litigation and have not been found guilty by any court of law as to being in default. The mortgage company has servicing issues as well as truth-in-lending and other issues listed in a complaint filed against GMAC Mortgage.

I have NOT been found guilty of anything and have been disinfranchised by HUD for removing me from the FHA approved list for no valid reason.

I need the "D" for default removed from Caivers ASAP as I am losing my livelihood by not being able to accept FHA Appraisal assignments, this is most of my work!

I would like to get this resolved ASAP

Thanks

Ken Taggart

HUD 15

KT 180

2/12/2010

From: "AppraiserRoster" <AppraiserRoster@hud.gov>
To: "KEN TAGGART" [REDACTED]
Sent: Friday, February 12, 2010 12:15 PM
Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

As long as you are in litigation there is nothing we can do. When the lawsuit has been settled then you can fax me the information, until then you will stay in a termination status until this issue has been resolved.



**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: KEN TAGGART [mailto:REDACTED]
Sent: Friday, February 12, 2010 12:03 PM
To: AppraiserRoster
Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

They are at fault and have not followed RESPa by reporting this incorrectly

From: AppraiserRoster
To: [REDACTED] *Redacted*
Sent: Friday, February 12, 2010 11:50 AM
Subject: FHA: CAIVERS ISSUE AND APPRAISER ROSTER.

Mr. Taggart,

HUD 16

KT 181

2/12/2010


FHA will not reinstate your status as long as your mortgage company is reporting to us that you are in a foreclosed status. If you can submit documentation that your mortgage company is reporting false information and you are not in a foreclosure status, then please do so and we will further review your case.



Avis P. Ivey
Program Analyst/Roster Manager
FHA/Valuation Policy Division
202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: AppraiserRoster
Sent: Friday, February 12, 2010 11:43 AM
To: Ivey, Avis P
Subject: FW: CAIVERS ISSUE AND APPRAISER ROSTER.

From: KEN TAGGART [mailto:] *Redacted*
Sent: Friday, February 12, 2010 11:30 AM
To: AppraiserRoster
Subject: CAIVERS ISSUE AND APPRAISER ROSTER.

The Caivers system has knocked me off the FHA approved appraiser list a a mortgage company has listed me as in default.

This is in litigation and have not been found guilty by any court of law as to being in default. The mortgage company has servicing issues as well as truth-in-lending and other issues listed in a complaint filed against GMAC Mortgge.

I have NOT been found guilty of anything and have been disinfranchised by HUD for removing me from the FHA approved list for no valid reason.

I need the "D" for default removed from Caivers ASAP as I am loosing my livelihood by not being able to accept FHA Appraisal assignments, this is most of my work!

I would like to get this resolved ASAP

HUD 17

KT 182

2/12/2010

Thanks

Ken Taggart

MUD 18

RT 183


2/12/2010

KEN TAGGART

From: "Ivey, Avis P" <Avis.P.Ivey@hud.gov>
To: [Redacted]
Sent: Friday, February 12, 2010 10:38 AM
Subject: FHA: Reinstatement Request from reinstatements.cfm

Mr. Taggart,

FHA is unable to reinstate your FHA status. According to your mortgage company (GMAC) you have foreclosed on your FHA Single Family Property. You will not be able to perform any FHA Appraisals until 3-yrs after FHA has paid the remaining balance.


Avis P. Ivey
Program Analyst/Roster Manager
FHA/Valuation Policy Division
202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: AppraiserRoster
Sent: Friday, February 12, 2010 10:21 AM
To: Ivey, Avis P
Subject: FW: Reinstatement Request from reinstatements.cfm

From: KEN TAGGART [mailto:[Redacted]]
Sent: Thursday, February 11, 2010 11:13 AM
To: AppraiserRoster
Subject: Reinstatement Request from reinstatements.cfm

IMPORTANT

Please reinstate and update license(s) for Pennsylvania, New Jersey & Delaware.

Could you please email me when this is complete?

HUD 19

KT 184

2/12/2010

Call me with any questions you may have!

Kenneth Taggart

45 Heron Rd
Holland, Pa 18966

[REDACTED]

Redacted

MUD 20

RT 185

2/12/2010

KEN TAGGART

From: <info@fhaoutreach.com>
To: [Redacted]
Sent: Friday, February 12, 2010 10:14 AM
Subject: FHA Resource Center Response 480646-327385887

Thank you for contacting the FHA Resource Center, a response to your inquiry is provided below. If you have additional questions you can submit them via email to info@fhaoutreach.com or contact us at 1-800-225-5342. Please do not respond to this email unless you need further clarification or wish to initiate a new service request.

FAQ : How can I resolve a sanctions issue and become eligible for placement on the FHA appraiser roster?

Solution Details : If you received an error message when you were entering your application into FHAC, you likely have a federal debt in the Credit Alert Interactive System and must follow up to clear that item with the agency to which you owe the debt. If you received an email after FHA reviewed your application, without instructions about how to clear those items, the explanations and links to the appropriate web pages are:

Credit Alert Interactive System: CAIVRS is a Federal government database of delinquent Federal debtors that allows federal agencies to reduce the risk to federal loan and loan guarantee programs. CAIVRS alerts participating Federal lending agencies when an applicant for credit benefits, or for a position of trust in support of the administration of a Federal credit program, has a Federal lien, judgment or a Federal loan that is currently in default or foreclosure, or has had a claim paid by a reporting agency.

GSA's Excluded Parties List System (EPLS): The purpose of Excluded Parties List System is to provide a comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and non-financial assistance and benefits.

HUD's Limited Denial of Participation (LDP) List: A Limited Denial of Participation (LDP) is an action taken by HUD, which excludes a party from further participation in a HUD program area. An LDP generally expires in one year. LDPs are issued to parties (individuals and companies) who fail to comply with HUD program standards. In most cases, the causes of an LDP action can be remedied by the party. LDP actions include provisions for an appeal process, which begins with a conference at the HUD office that issued the LDP.

For this, and more information about the FHA roster for appraisers, or contacts for assistance, please visit the home page at

<http://portal.hud.gov/portal/page/portal/HUD/groups/appraisers>

or

<http://www.hud.gov/offices/hsg/sfh/appr/contacts.cfm>

DISCLAIMER: All policy information contained in this knowledge base article is based upon the referenced HUD policy document. Any lending or insuring decisions should adhere to the specific information contained in that underlying policy document.

HUD 21

KT 186

2/12/2010

KEN TAGGART

From: "AppraiserRoster" <AppraiserRoster@hud.gov>
To: "KEN TAGGART" [REDACTED]
Cc: "Walker, Kenneth" <Kenneth.Walker@hud.gov>
Sent: Friday, February 12, 2010 12:44 PM
Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

Redacted

Sir,

***Contact Kenneth Walker at 202-402-2073 or
Kenneth.Walker@hud.gov for further assistance.***

From: KEN TAGGART [mailto:[REDACTED]]
Sent: Friday, February 12, 2010 12:21 PM
To: AppraiserRoster
Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

Redacted

This is " The United states Of America" !!!!!

"You are inocent until proven guilty!!!!"

I have not been found guilty of anything.

The court has not rendered a decision.

The guilty party is GMAC Mortgage for failing service the loan by RESPA laws and guilty of Truth-In-Lending laws.

LITIGATION MEANS AN UNRESOLVED DISPUTE!

I will contact my congressman and Senators to get this resolved

I have been disenfranchised by this incorrect decision.

Pleas let me know if there is anything else I can do with your department.

Ken Taggart

please call [REDACTED]

Redacted

— Original Message —

From: AppraiserRoster
To: "KEN TAGGART"
Sent: Friday, February 12, 2010 12:15 PM
Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

HUD 22

157 187

2/12/2010

As long as you are in litigation there is nothing we can do. When the lawsuit has been settled then you can fax me the information, until then you will stay in a termination status until this issue has been resolved.



Avis P. Ivey
Program Analyst/Roster Manager
FHA/Valuation Policy Division
202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: KEN TAGGART [mailto:Redacted]
Sent: Friday, February 12, 2010 12:03 PM
To: AppraiserRoster
Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

This is currently in litigation and i have not been found guilty of anything!!!!

If I faxed you the lawsuit/claim against GMAC Mortgage indicating this, would you then reinstate me?

I can fax the lawsuit which is still pending in court!

They are at fault and have not followed RESPa by reporting this incorrectly

— Original Message —

From: AppraiserRoster
To: Redacted
Sent: Friday, February 12, 2010 11:50 AM
Subject: FHA: CAIVERS ISSUE AND APPRAISER ROSTER.


Mr. Taggart,

FHA will not reinstate your status as long as your mortgage company is reporting to us that you are in a foreclosed status. If you can submit documentation that your mortgage company is reporting false information and you are not in a foreclosure

HUD 23

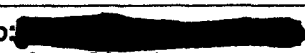
188

status, then please do so and we will further review your case.


Avis P. Ivey
Program Analyst/Roster Manager
FHA/Valuation Policy Division
202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: AppraiserRoster
Sent: Friday, February 12, 2010 11:43 AM
To: Ivey, Avis P
Subject: FW: CAIVERS ISSUE AND APPRAISER ROSTER.

From: KEN TAGGART [mailto: Redacted]
Sent: Friday, February 12, 2010 11:30 AM
To: AppraiserRoster
Subject: CAIVERS ISSUE AND APPRAISER ROSTER.

The Caivers system has knocked me off the FHA approved appraiser list a a mortgage company has listed me as in default.

This is in litigation and have not been found guilty by any court of law as to being in default. The mortgage company has servicing issues as well as truth-in-lending and other issues listed in a complaint filed against GMAC Mortgge.

I have NOT been found guilty of anything and have been disinfranchised by HUD for removing me from the FHA approved list for no valid reason.

I need the "D" for default removed from Caivers ASAP as I am loosing my livelyhood by not being able to accept FHA Appraisal assignments, this is most of my work!

I would like to get this resolved ASAP

Thanks

Ken Taggart

HUD 24

KT 189

2/12/2010

KEN TAGGART

From: "KEN TAGGART" [REDACTED] - Redacted
To: <Kenneth.Walker@hud.gov>
Sent: Friday, February 12, 2010 4:01 PM
Subject: Appraiser Roster dipuste - need to resolve ASAP

I have been corresponding with Avis with this issue and ask for a review of this.

Please read the email RECORD AND NOTE THAT THIS ISSUE IS IN DISPUTE AND LITIGATION.

I have been removed from the list and found guilty of defaulting on a loan from HUD and GMAC that is not true?

If this is not resolved by next week my local congressman and 2 senators will be contacting you.

Legal action will commence next week against HUD and Gmac Mortgage.

I hope this can be resolved amicably.

Thanks

Kenneth Taggart

45 Heron Rd
Holland, Pa 18966

Could you please forward this to your supervisor for review.

Thanks

Ken Taggart

HUD 25

157 190

MCJ

Avis P. Ivey

Program Analyst/Roster Manager

FHA/Valuation Policy Division

202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: KEN TAGGART [mailto: [REDACTED]]
Sent: Friday, February 12, 2010 12:03 PM
To: AppraiserRoster
Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

This is currently in litigation and i have not been found guilty of anyhting!!!!

If I faxed you the lawsuit/claim against GMAC Mortgage indicating
this, would you then reinstate me?

I can fax the lawsuit which is still pending in court!

They are at fault and have not followed RESPa by reporting this incorrectly

— Original Message —

From: AppraiserRoster

MUD 26

191

2/12/2010

To: [REDACTED]

Redacted

Sent: Friday, February 12, 2010 11:50 AM

Subject: FHA: CAIVERS ISSUE AND APPRAISER ROSTER.

Mr. Taggart,

FHA will not reinstate your status as long as your mortgage company is reporting to us that you are in a foreclosed status. If you can submit documentation that your mortgage company is reporting false information and you are not in a foreclosure status, then please do so and we will further review your case.



Avis P. Ivey

Program Analyst/Roster Manager

FHA/Valuation Policy Division

202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

MUD 27

NT 192

2/12/2010

From: AppraiserRoster
Sent: Friday, February 12, 2010 11:43 AM
To: Ivey, Avis P
Subject: FW: CAIVERS ISSUE AND APPRAISER ROSTER.

From: KEN TAGGART [mailto:Redacted]
Sent: Friday, February 12, 2010 11:30 AM
To: AppraiserRoster
Subject: CAIVERS ISSUE AND APPRAISER ROSTER.

The Caivers system has knocked me off the FHA approved appraiser list a a mortgage company has listed me as in default.

This is in litigation and have not been found guilty by any court of law

as to being in default. The mortgage company has servicing issues as well as truth-in-lending and other issues listed in a complaint filed against GMAC Mortgge.

I have NOT been found guilty of anything and have been disinfranchised by HUD for removing me from the FHA approved list for no valid reason.

I need the "D" for default removed from Caivers ASAP as I am loosing my livelihood by not being able to accept FHA Appraisal assignments, this is most of my work!

I would like to get this resolved ASAP

HUD 28

AST 193

2/12/2010

Thanks

Ken Taggart

MUD 29

KT 194

2/12/2010

KEN TAGGART

From: "AppraiserRoster" <AppraiserRoster@hud.gov>
To: "KEN TAGGART" <[REDACTED]>
Cc: "Walker, Kenneth" <Kenneth.Walker@hud.gov>
Sent: Friday, February 12, 2010 12:44 PM
Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

Redacted

Sir,

***Contact Kenneth Walker at 202-402-2073 or
Kenneth.Walker@hud.gov for further assistance.***

From: KEN TAGGART [mailto:kentaggart@verizon.net]
Sent: Friday, February 12, 2010 12:21 PM
To: AppraiserRoster
Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

This is " The United states Of America" !!!!!

"You are inocent until proven guilty!!!!"

I have not been found guilty of anything.

The court has not rendered a decision.

The guilty party is GMAC Mortgage for failing service the loan by RESPA laws and guilty of Truth-In-Lending laws.

LITIGATION MEANS AN UNRESOLVED DISPUTE!

I will contact my congressman and Senators to get this resolved

I have been disenfranchised by this incorrect decision.

Pleas let me know if there is anything else I can do with your department.

Ken Taggart

please call [REDACTED]

Redacted

----- Original Message -----

From: AppraiserRoster
To: 'KEN TAGGART'
Sent: Friday, February 12, 2010 12:15 PM
Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

HUD 30

AT 195


2/16/2010

As long as you are in litigation there is nothing we can do. When the lawsuit has been settled then you can fax me the information, until then you will stay in a termination status until this issue has been resolved.



Avis P. Ivey
Program Analyst/Roster Manager
FHA/Valuation Policy Division
202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: KEN TAGGART [mailto:] *Redacted*
Sent: Friday, February 12, 2010 12:03 PM
To: AppraiserRoster
Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.


This is currently in litigation and i have not been found guilty of anything!!!!

If I faxed you the lawsuit/claim against GMAC Mortgage indicating this, would you then reinstate me?

I can fax the lawsuit which is still pending in court!

They are at fault and have not followed RESPa by reporting this incorrectly

— Original Message —

From: AppraiserRoster
To:  *Redacted*
Sent: Friday, February 12, 2010 11:50 AM
Subject: FHA: CAIVERS ISSUE AND APPRAISER ROSTER.

Mr. Taggart,

FHA will not reinstate your status as long as your mortgage company is reporting to us that you are in a foreclosed status. If you can submit documentation that your mortgage company is reporting false information and you are not in a foreclosure

MUD 31

KT 126


status, then please do so and we will further review your case.



Avis P. Ivey
Program Analyst/Roster Manager
FHA/Valuation Policy Division
202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: AppraiserRoster
Sent: Friday, February 12, 2010 11:43 AM
To: Ivey, Avis P
Subject: FW: CAIVERS ISSUE AND APPRAISER ROSTER.

From: KEN TAGGART [mailto: - Redacted]
Sent: Friday, February 12, 2010 11:30 AM
To: AppraiserRoster
Subject: CAIVERS ISSUE AND APPRAISER ROSTER.

The Caivers system has knocked me off the FHA approved appraiser list a a mortgage company has listed me as in default.

This is in litigation and have not been found guilty by any court of law as to being in default. The mortgage company has servicing issues as well as truth-in-lending and other issues listed in a complaint filed against GMAC Mortgge.

I have NOT been found guilty of anything and have been disenfranchised by HUD for removing me from the FHA approved list for no valid reason.

I need the "D" for default removed from Caivers ASAP as I am loosing my livelihood by not being able to accept FHA Appraisal assignments, this is most of my work!

I would like to get this resolved ASAP

Thanks

Ken Taggart

HUD 32

157 197
2/16/2010

Again, I have nt been found guilty of being delinquent, behind on payments or in default on this mortgage by any court of law! Litigation is still pending.

Again, You are finding me guilty and claiming to verifying what GMAC Mortgage is reporting illegally and incorrectly.

Could you explain that to me?

Ken Taggart

— Original Message —

From: Walker, Kenneth

To: 'KEN TAGGART'

Sent: Monday, March 01, 2010 10:14 AM

Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

Kenneth Taggart,

This office can compress caivrs if there is a logical reason for compress the debt and being behind in mortgage payments is not a justification for compress a caivrs.

Ken Walker
(202) 402-2073

From: KEN TAGGART [mailto:REDACTED]

Sent: Monday, March 01, 2010 9:26 AM

To: Walker, Kenneth

Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

Is there anyone "At Caivers or that manages Caivers" who i could speek to to let them know this is in dispute?

Ken Taggart

— Original Message —

From: Walker, Kenneth

To: 'KEN TAGGART'

Sent: Monday, March 01, 2010 9:11 AM

Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

Kenneth Taggart,

Caivrs is a system that your mortgage company reported your debt to and the caivrs system reported your debt to HUD for action of removal.

Ken Walker
(202) 402-2073

From: KEN TAGGART [mailto:REDACTED]

Sent: Monday, March 01, 2010 8:25 AM

To: Walker, Kenneth

Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

So - I have to get this squared away with CAIVERS?

HUD 33

KT 198

5/20/2010

Sent: Wednesday, February 24, 2010 4:53 PM
To: Walker, Kenneth
Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

On 2/22 you had left a voice mail following up with me on the Caivers issue.

You had indicated that legal council sent you to loss mitigation and loss mitigation said they could not override the Caivers issue1

Is that correct?

If so, how could I go about getting this resolved and who would I have to talk to?

I currently have a sinus infection, and am not able to speak, so please email me ASAP and include email addresses also if you have them.

I am looking forward to clearing this up soon.

Thanks

Ken Taggart

+ Original Message +

From: Walker, Kenneth

To: 'KEN TAGGART'

Sent: Tuesday, February 16, 2010 11:29 AM

Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

Ken Taggart

Can you call me at 301-292-6450?

From: KEN TAGGART [mailto:[\[REDACTED\]](#)]

Sent: Tuesday, February 16, 2010 11:26 AM

To: Walker, Kenneth

Subject: Fw: CAIVERS ISSUE AND APPRAISER ROSTER.

Could you please give me response to this request?

thanks

Ken Taggart

— Original Message —

From: AppraiserRoster

To: 'KEN TAGGART'

Cc: Walker, Kenneth

Sent: Friday, February 12, 2010 12:44 PM

Subject: RE: CAVERS ISSUE AND APPRAISER ROSTER.

Sir,

MVD 35

158

200

5/20/2010

**Contact Kenneth Walker at 202-402-2073 or
Kenneth.Walker@hud.gov for further assistance.**

From: KEN TAGGART [mailto: [REDACTED] *Redacted*
Sent: Friday, February 12, 2010 12:21 PM
To: AppraiserRoster
Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

This is " The United states Of America" !!!!!

"You are inocent until proven guilty!!!!"

I have not been found guilty of anything.

The court has not rendered a decision.

The guilty party is GMAC Mortgage for failing service the loan by RESPA laws and guilty of Truth-In-Lending laws.

LITIGATION MEANS AN UNRESOLVED DISPUTE!

I will contact my congressman and Senators to get this resolved

I have been disenfranchised by this incorrect decision.

Pleas let me know if there is anything else I can do with your department.

Ken Taggart

please call [REDACTED] *Redacted*

----- Original Message -----

From: AppraiserRoster
To: 'KEN TAGGART'
Sent: Friday, February 12, 2010 12:15 PM
Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

***As long as you are in litigation there is nothing we can do.
When the lawsuit has been settled then you can fax me the
information, until then you will stay in a termination status
until this issue has been resolved.***

HUD 36

KT

206

5/20/2010

Avis P. Ivey
Program Analyst/Roster Manager
THA/Valuation Policy Division
202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: KEN TAGGART [mailto:████████████████████]
Sent: Friday, February 12, 2010 12:03 PM
To: AppraiserRoster
Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

This is currently in litigation and i have not been found guilty of anything!!!!

If I faxed you the lawsuit/claim against GMAC Mortgage indicating this, would you then reinstate me?

I can fax the lawsuit which is still pending in court!

They are at fault and have not followed RESPa by reporting this incorrectly

+ Original Message —

From: AppraiserRoster

Tip:

Sent: Friday, February 12, 2010 11:50 AM

Subject: FHA: CAIVERS ISSUE AND APPRAISER ROSTER.

Mr. Taggart,

FHA will not reinstate your status as long as your mortgage company is reporting to us that you are in a foreclosed status. If you can submit documentation that your mortgage company is reporting false information and you are not in a foreclosure status, then please do so and we will further review your case.

Avis P. Ivey

HUD 37

KT 202

5/20/2010

Program Analyst/Roster Manager
FHA/Valuation Policy Division
202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: AppraiserRoster
Sent: Friday, February 12, 2010 11:43 AM
To: Ivey, Avis P
Subject: FW: CAIVERS ISSUE AND APPRAISER ROSTER.

From: KEN TAGGART [mailto:Redacted]
Sent: Friday, February 12, 2010 11:30 AM
To: AppraiserRoster
Subject: CAIVERS ISSUE AND APPRAISER ROSTER.

The Caivers system has knocked me off the FHA approved appraiser list a a mortgage company has listed me as in default.

This is in litigation and have not been found guilty by any court of law as to being in default. The mortgage company has servicing issues as well as truth-in-lending and other issues listed in a complaint filed against GMAC Mortgge.

I have NOT been found guilty of anything and have been disinfranchised by HUD for removing me from the FHA approved list for no valid reason.
I need the "D" for default removed from Caivers ASAP as I am loosing my livelyhood by not being able to accept FHA Appraisal assignments, this is most of my work!

I would like to get this resolved ASAP

Thanks .

Ken Taggart

HUD 38

KT 203

5/20/2010

HUD > Contact Us > Address

Address

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455

Find the address of a HUD office near you

 Print Friendly Version

Making Home Affordable


MAKING HOME AFFORDABLE.gov

Help for America's
Homeowners



HUD Implementation of the Recovery Act



HUD.GOV/Recovery



Federal Housing Administration

Insuring More Than
37 Million
Mortgages Since
1934





Public and Indian Housing

Ensuring safe, decent,
and affordable housing



U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455
Find the address of the HUD office near you

HUD 39

KT 204

KEN TAGGART

From: "AppraiserRoster" <AppraiserRoster@hud.gov>
To: "KEN TAGGART" <[REDACTED]> *Redacted*
Cc: "Walker, Kenneth" <Kenneth.Walker@hud.gov>
Sent: Friday, February 12, 2010 1:44 PM
Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

Sir,

**Contact Kenneth Walker at 202-402-2073 or
Kenneth.Walker@hud.gov for further assistance.**

From: KEN TAGGART [mailto:[REDACTED]] *Redacted*
Sent: Friday, February 12, 2010 12:21 PM
To: AppraiserRoster
Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

This is " The United states Of America" !!!!!

"You are inocent until proven guilty!!!!"

I have not been found guilty of anything.

The court has not rendered a decision.

The guilty party is GMAC Mortgage for failing service the loan by RESPA laws and guilty of Truth-In-Lending laws.

LITIGATION MEANS AN UNRESOLVED DISPUTE!

I will contact my congressman and Senators to get this resolved

I have been disinfranchised by this incorrect decision.

Pleas let me know if there is anything else I can do with your department.

Ken Taggart

please call [REDACTED] *Redacted*

— Original Message —

From: AppraiserRoster
To: 'KEN TAGGART'
Sent: Friday, February 12, 2010 12:15 PM
Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

MUD 40

KT 205

5/20/2010

As long as you are in litigation there is nothing we can do. When the lawsuit has been settled then you can fax me the information, until then you will stay in a termination status until this issue has been resolved.



Avis P. Ivey
Program Analyst/Roster Manager
FHA/Valuation Policy Division
202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: KEN TAGGART [REDACTED] *Redacted*
Sent: Friday, February 12, 2010 12:03 PM
To: AppraiserRoster
Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

This is currently in litigation and i have not been found guilty of anything!!!!

If I faxed you the lawsuit/claim against GMAC Mortgage indicating this, would you then reinstate me?

I can fax the lawsuit which is still pending in court!

They are at fault and have not followed RESPa by reporting this incorrectly

— Original Message —

From: AppraiserRoster
To: [REDACTED] *Redacted*
Sent: Friday, February 12, 2010 11:50 AM
Subject: FHA: CAIVERS ISSUE AND APPRAISER ROSTER.

Mr. Taggart,

FHA will not reinstate your status as long as your mortgage company is reporting to us that you are in a foreclosed status. If you can submit documentation that your mortgage company is reporting false information and you are not in a foreclosure

HUD 41

KT 206

5/20/2010


status, then please do so and we will further review your case.



Avis P. Ivey
Program Analyst/Roster Manager
FHA/Valuation Policy Division
202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: AppraiserRoster
Sent: Friday, February 12, 2010 11:43 AM
To: Ivey, Avis P
Subject: FW: CAIVERS ISSUE AND APPRAISER ROSTER.

From: KEN TAGGART [mailto:] *Redacted*
Sent: Friday, February 12, 2010 11:30 AM
To: AppraiserRoster
Subject: CAIVERS ISSUE AND APPRAISER ROSTER.

The Caivers system has knocked me off the FHA approved appraiser list a a mortgage company has listed me as in default.

This is in litigation and have not been found guilty by any court of law as to being in default. The mortgage company has servicing issues as well as truth-in-lending and other issues listed in a complaint filed against GMAC Mortgge.

I have NOT been found guilty of anything and have been disenfranchised by HUD for removing me from the FHA approved list for no valid reason.

I need the "D" for default removed from Caivers ASAP as I am loosing my livelihood by not being able to accept FHA Appraisal assignments, this is most of my work!

I would like to get this resolved ASAP

Thanks

Ken Taggart

HUD 42

KT 207
5/20/2010

From: "Walker, Kenneth" <Kenneth.Walker@hud.gov>
To: "KEN TAGGART" [REDACTED] *RL*
Sent: Monday, March 01, 2010 2:29 PM
Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

KT 208
500/2010

COMMITTEES:

JUDICIARY

APPROPRIATIONS

ENVIRONMENT AND PUBLIC WORKS

VETERANS' AFFAIRS

AGING

to Delehey Decl Pg 84 of 115

United States Senate

WASHINGTON, DC 20510-3802

specter.senate.gov

STATE OFFICES:

100 SPRUCE STREET, SUITE 9400
PHILADELPHIA, PA 19106
215-597-7200

- ☐ REGIONAL ENTERPRISE TOWER
425 SIXTH AVENUE, SUITE 1450
PITTSBURGH, PA 15219
412-644-3400
- ☐ STE B-120, FEDERAL BUILDING
17 SOUTH PARK ROW
ERIE, PA 16501
814-453-3010
- ☐ ROOM 1104, FEDERAL BUILDING
HARRISBURG, PA 17101
717-782-3951
- ☐ SUITE 3814, FEDERAL BUILDING
504 W. HAMILTON
ALLENTOWN, PA 18101
610-434-1444
- ☐ 310 SPRUCE STREET, SUITE 201
SCRANTON, PA 18503
570-346-2006
- ☐ 7 NORTH WILKES-BARRE BLVD.
SUITE 377M
116 S. MAIN STREET
WILKES-BARRE, PA 18702
570-826-6265

- ☐ 711 HART SENATE OFFICE BUILDING
WASHINGTON, DC 20510-3802
202-224-4254

March 3, 2010

Mr. Kenneth Taggart
45 Heron Road
Southampton, Pennsylvania 18966

Dear Mr. Taggart:

I have recently received a reply from the U.S. Department of Housing and Urban Development in response to my inquiry on your behalf. I am advised that proper proof of insurance was not submitted for a property, so a Hazard Insurance Policy was used. The lender has agreed to fully credit the mortgage account as soon as they receive a corrected insurance policy covering from the closing date of 7/11/08 to 8/9/08.

Per HUD, until the matter is resolved and the account brought current, you will not be returned to the appraiser roster. When the matter is resolved, HUD advises you should provide documentation to Mrs. Erica Jessup, Acting Home Valuation Policy Division Director, 451 7th Street, SW, Room 9268, Washington DC 20410.

I appreciate the opportunity to be of assistance to you and hope that the information contained in this report is helpful.

Please feel free to contact me again if I can be of any further assistance.

Sincerely,



Arlen Specter

AS:sm

HUD 44

KT

209

United States Senate
WASHINGTON, DC 20510-3802
OFFICIAL BUSINESS

Delehey
U.S.

1855632109 0008



HUD 45

KT 210

CLAIM FOR DAMAGE, INJURY, OR DEATH		INSTRUCTIONS: Please read carefully the instructions on the reverse side and supply information requested on both sides of the form. Use additional sheet(s) if necessary. See reverse side for additional instructions.			FORM APPROVED OMB NO. 1105-0008	
1. Submit To Appropriate Federal Agency: HUD/FHA Dept of Housing + Urban Development Kenneth Walker + Avis Ivay 451 7th St SW Washington D.C. 20410 (Redacted)		2. Name, Address of claimant and claimant's personal representative, if any. (See instructions on reverse.) (Number, street, city, State and Zip Code) Kenneth J. Taggart 45 Heron Rd Holland Pa 18966				
3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input type="checkbox"/> CIVILIAN		4. DATE OF BIRTH [Redacted]		5. MARITAL STATUS S		6. DATE AND DAY OF ACCIDENT 2/20-3/1/10
7. TIME (A.M. or P.M.) 						
8. Basis of Claim (State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof) (Use additional pages if necessary.) This claim is for damages involves the prohibition or removal of Kenneth J. Taggart, Real Estate Appraiser, from the eligible list of HUD/FHA approved appraisers due to alleged default on a loan with GMAC Mortgage - There has been no default on the loan adjudged by any court. This is a violation of Constitutional Rights Amendments, 1st, 4th, 5th, 7th, 14th						
9. PROPERTY DAMAGE						
NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT (Number, street, city, State, and Zip Code) SAME						
BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF DAMAGE AND THE LOCATION WHERE PROPERTY MAY BE INSPECTED. (See instructions on reverse side.) Kenneth J. Taggart has been prevented from completing FHA appraisals in violation of the 1st, 4th, 5th, 7th + 14th amendments to the Constitution.						
10. PERSONAL INJURY/WRONGFUL DEATH						
STATE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE NAME OF INJURED PERSON OR DECEDENT. These Actions have caused restraint of trade, defamation of character, loss of income and lively hood. FHA appraisals are a significant portion of Kenneth J. Taggart's income. (Emotional Stress suffered as well)						
11. WITNESSES						
NAME		ADDRESS (Number, street, city, State, and Zip Code)				
Kenneth Walker Avis Ivay Federal Housing Administration/HUD		451 7th St Washington D.C. 20410				
12. (See instructions on reverse) AMOUNT OF CLAIM (in dollars)						
12a. PROPERTY DAMAGE		12b. PERSONAL INJURY 2,000,000		12c. WRONGFUL DEATH		12d. TOTAL (Failure to specify may cause forfeiture of your rights.) 2,600,000
I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE ACCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM.						
13a. SIGNATURE OF CLAIMANT (See instructions on reverse side.) [Signature]				13b. Phone number of signatory [Redacted]		14. DATE OF CLAIM 3/20/10
CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM				CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS		
The claimant shall forfeit and pay to the United States the sum of \$2,000 plus double the amount of damages sustained by the United States. (See 31 U.S.C. 3729.)				Fine of not more than \$10,000 or imprisonment for not more than 5 years or both. (See 18 U.S.C. 287, 1001.)		

HUD 46

KT 211

PRIVACY ACT NOTICE

This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.

A. *Authority:* The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 38 U.S.C. 501 et seq., 28 U.S.C. 2671 et seq., 28 C.F.R. Part 14.

B. *Principal Purpose:* The information requested is to be used in evaluating claims.
C. *Routine Use:* See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.

D. *Effect of Failure to Respond:* Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid".

INSTRUCTIONS

Complete all items - insert the word NONE where applicable

A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY DAMAGES IN A SUM CERTAIN FOR INJURY TO OR LOSS OF

PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN TWO YEARS AFTER THE CLAIM ACCRUES.

Any instructions or information necessary in the preparation of your claim will be furnished, upon request, by the office indicated in Item #1 on the reverse side. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplemental regulations also. If more than one agency is involved, please state each agency.

The claim may be filed by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with said claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.

If claimant intends to file claim for both personal injury and property damage, claim for both must be shown in Item 12 of this form.

The amount claimed should be substantiated by competent evidence as follows:

(a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.

(b) In support of claims for damage to property which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.

(c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.

(d) Failure to completely execute this form or to supply the requested material within two years from the date the allegations accrued may render your claim "invalid". A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.

Failure to specify a sum certain will result in invalid presentation of your claim and may result in forfeiture of your rights.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden,

to Director, Torts Branch
Civil Division
U.S. Department of Justice
Washington, DC 20530

and to the
Office of Management and Budget
Paperwork Reduction Project (1105-0008)
Washington, DC 20503

INSURANCE COVERAGE

In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of his vehicle or property.

15. Do you carry accident insurance? ☐ Yes, If yes, give name and address of insurance company (Number, street, city, State, and Zip Code) and policy number. ☐ No

N/A

16. Have you filed claim on your insurance carrier in this instance, and if so, is it full coverage or deductible?

N/A

17. If deductible, state amount

N/A

18. If claim has been filed with your carrier, what action has your insurer taken or proposes to take with reference to your claim? (It is necessary that you ascertain these facts)

N/A

19. Do you carry public liability and property damage insurance? ☐ Yes, If yes, give name and address of insurance company (Number, street, city, State, and Zip Code) ☐ No

N/A

HUD 47

SF 95 (Rev. 7-85) BACK

LT 212

CLAIM FOR DAMAGE, INJURY, OR DEATH		INSTRUCTIONS: Please read carefully the instructions on the reverse side and supply information requested on both sides of the form. Use additional sheet(s) if necessary. See reverse side for additional instructions.		FORM APPROVED OMB NO. 1105-0008	
1. Submit To Appropriate Federal Agency: HUD - Dept of Housing Urban Development Ms Erica Jessup, Acting Home Valuation 451 7th St, Room 9268 Policy Division Washington D.C. 20410		2. Name, Address of claimant and claimant's personal representative, if any. (See instructions on reverse.) (Number, street, city, State and Zip Code) Kenneth J. Taggart 45 Merion Rd Norland Pa 18966			
3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input type="checkbox"/> CIVILIAN	4. DATE OF BIRTH [REDACTED]	5. MARITAL STATUS S	6. DATE AND DAY OF ACCIDENT March 3, 2010		7. TIME (A.M. or P.M.) Letter Attain
8. Basis of Claim (State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof) (Use additional pages if necessary.) Redacted <p>This claim for damages involves the prohibition or removal of Kenneth J Taggart, Real Estate Appraiser, from the eligible list of HUD/FHA approved appraisers due to alleged default on a loan with GMAC Mortgage - There has been no default on the loan adjudged by any court. This is a violation of the U.S. Constitution (1st, 4th, 5th, 14th & 15th)</p>					
9. PROPERTY DAMAGE NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT (Number, street, city, State, and Zip Code) SAME					
BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF DAMAGE AND THE LOCATION WHERE PROPERTY MAY BE INSPECTED. (See instructions on reverse side.) Kenneth J. Taggart has been prevented from completing FHA appraisals in violation of the 1st, 4th, 5th, 14th & 15th amendments to the U.S. Constitution.					
10. PERSONAL INJURY/WRONGFUL DEATH STATE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE NAME OF INJURED PERSON OR DECEDENT. These Actions have caused restraint of trade, defamation of character, loss of income and livelihood. FHA appraisals are a significant portion of Kenneth J. Taggart's income & emotional stress suffered as well.					
11. WITNESSES					
NAME		ADDRESS (Number, street, city, State, and Zip Code)			
Mrs. Erica Jessup Acting Home Valuation Policy Dir 451 7th St, Room 9268 Washington D.C. 20410		451 7th St SW Room 9268 Washington D.C 20410			
12. (See instructions on reverse) AMOUNT OF CLAIM (In dollars)					
12a. PROPERTY DAMAGE	12b. PERSONAL INJURY	12c. WRONGFUL DEATH	12d. TOTAL (Failure to specify may cause forfeiture of your rights.)		
	\$2,000,000		\$2,000,000		
I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE ACCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM.					
13a. SIGNATURE OF CLAIMANT (See instructions on reverse side.)		13b. Phone number of signatory	14. DATE OF CLAIM		
[Signature] Redacted		[REDACTED]	5/20/10		
CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM The claimant shall forfeit and pay to the United States the sum of \$2,000 plus double the amount of damages sustained by the United States. (See 31 U.S.C. 3729.)		CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS Fine of not more than \$10,000 or imprisonment for not more than 5 years or both. (See 18 U.S.C. 287, 1001.)			

HUD 48

VT 213

PRIVACY ACT NOTICE

This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.

A. **Authority:** The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 38 U.S.C. 501 et seq., 28 U.S.C. 2671 et seq., 28 C.F.R. Part 14.

B. **Principal Purpose:** The information requested is to be used in evaluating claims.

C. **Routine Use:** See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.

D. **Effect of Failure to Respond:** Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid".

INSTRUCTIONS

Complete all items - Insert the word NONE where applicable

A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY DAMAGES IN A SUM CERTAIN FOR INJURY TO OR LOSS OF

PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN TWO YEARS AFTER THE CLAIM ACCRUES.

Any instructions or information necessary in the preparation of your claim will be furnished, upon request, by the office indicated in Item #1 on the reverse side. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplemental regulations also. If more than one agency is involved, please state each agency.

The claim may be filed by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with said claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.

If claimant intends to file claim for both personal injury and property damage, claim for both must be shown in Item 12 of this form.

The amount claimed should be substantiated by competent evidence as follows:

(a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.

(b) In support of claims for damage to property which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.

(c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.

(d) Failure to completely execute this form or to supply the requested material within two years from the date the allegations accrued may render your claim "invalid". A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.

Failure to specify a sum certain will result in invalid presentation of your claim and may result in forfeiture of your rights.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden,

to Director, Torts Branch
Civil Division
U.S. Department of Justice
Washington, DC 20530

and to the
Office of Management and Budget
Paperwork Reduction Project (1105-0008)
Washington, DC 20503

INSURANCE COVERAGE

In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of his vehicle or property.

15. Do you carry accident insurance? ☐ Yes, If yes, give name and address of insurance company (Number, street, city, State, and Zip Code) and policy number. ☐ No

N/A

16. Have you filed claim on your insurance carrier in this instance, and if so, is it full coverage or deductible?

N/A

17. If deductible, state amount

N/A

18. If claim has been filed with your carrier, what action has your insurer taken or proposes to take with reference to your claim? (It is necessary that you ascertain these facts)

N/A

19. Do you carry public liability and property damage insurance? ☐ Yes, if yes, give name and address of insurance company (Number, street, city, State, and Zip Code)

☐ No

N/A

HUD 49

LT 214

9190 0000 1000 014E 6002

2080 DECE 1000 074E 6002

HUD 50

LT 215

Ken Taggart

From: "Preferred Appraiser Alliance" <info@preferredappraiseralliance.com>
Date: Thursday, October 27, 2011 6:07 AM
To: [REDACTED]
Subject: Appraisal Orders October *Redacted*



Happy Halloween

"TRICK OR TREAT. . . WHERE ARE YOUR FEES?"

AMCs are here to stay and as scary and frightening as that might sound there is a light at the end of the tunnel. If you are sitting there not content with the attention or the fees you are receiving from AMCs and you have over 5 years experience appraising, you're FHA approved and Certified, we can help.

The Preferred Appraiser Alliance equals "Results".

CLICK HERE NOW

<http://www.preferredappraiseralliance.com/signup1.html>

Q: Why do some AMCs pay more than others?

A: You get what you pay for. It's all about quality. Some AMCs are about it, some aren't. Some people in the 80's bought Mercedes others YUGOS. How many YUGOs do you see on the road today?

MUR SI

KG 94

10/27/2011

As an Appraiser, if you pride yourself on quality, you'll need to align yourself with as many "Quality" Institutions as you possibly can.

Q: AMC's are scum! Why do they take a cut of my appraisal fee?

A: Overhead. It costs approximately 75-100 Dollars per appraisal order for an AMC to handle. Rent, Staff, Phones, computers, etc, etc, etc. Lenders would rather outsource that than pay for it outright. Not all AMC's are "Scum" many already pay full fee or close to it.

Q: Are the mom and pop appraisers or the one man operations the only endangered species?

A: No! Many AMC's themselves are getting devoured and replaced by larger ones everyday. We ONLY market, promote and align our members with AMC's and Lenders with internal management who currently have a relationship with and NOW pay legitimate reasonable fees. Our team is constantly building and maintaining relationships to insure our appraisers receive the highest fees in the country.

Q: What can the "Preferred Appraiser's Alliance" do for me?

A: If you have more than 5 years experience appraising, your FHA Approved and your Certified we can do a lot for you. Our close industry contacts, our requirements and your qualifications enables us to put you to the head of the line. We get our appraisers rated the highest within AMC's, our appraisers are put on "Preferred" lists that our AMC's use in house. We market, remind and push our Appraisers to the most reputable AMC's out there!

Q: Is this a scam? I've tried directories and services before, why will PAA work for me?

A: Because, of proven Results. Our staff is here to work with you on tackling issues such as poor rotation, no rotation, and favorites. We don't just sign you up and leave you alone, we work with you. When you look Good, we look Good. Our success and yours go hand in hand.

Challenging Low Fees at AMC's

<http://appraisal-news.com/tag/amc/>

Join The Preferred Appraiser Alliance

CLICK HERE NOW

<http://www.preferredappraiseralliance.com/signup1.html>

MWD 52

KT 95

10/27/2011



* The Preferred Appraiser Alliance Guarantee - If you don't get at least one more order by using our marketing tactics during your one year membership, we will keep you enrolled as a Preferred Member at no additional cost until you are successful.

** Several states allow more appraisers. Florida 20; California 20; Texas 20, and New York 15.

*Preferred Appraiser Alliance
12018 Emelita Street
Valley Village California 91607
United States*

You are subscribed to this mailing list as kentaggart@verizon.net. Please [click here](#) to modify your message preferences or to unsubscribe from any future mailings. We will respect all unsubscribe requests.



HUD 53

1A9C

10070011

Ken Taggart

From: "FHA Appraisal Orders" <customerservice@fhaappraiserfinder.info>
Date: Thursday, June 23, 2011 11:10 AM
To: [REDACTED] *Redacted*
Subject: FHA Orders are Increasing in Volume



FHA Appraiserfinder

The Fastest and Easiest Way to Find an FHA Appraiser



FHA Appraisal Compliance - Get Full Fees

After a slow start, order volume throughout the site increased substantially during 2010 adoption by FHA of some of the HVCC ordering guidelines, our development team has BLIND ORDER System to insure FHA / HVCC Compliance. Lenders are NOT REQUIRED Appraisal Management Companies (AMC's) to order FHA Appraisals as long as there is a place to act as a barrier between the appraiser and the ordering agent. Direct lenders order FHA Appraisals directly from the appraiser in most cases.

Blind Order System

Any order placed through the Blind Order System on our site will be assigned at random rotational basis to an appraiser within the subject's area. You will continue to be able to place appraisal orders directly through your individual profile page as well.

FHAAppraiserFinder.com has been and continues to strive to be the most efficient, informative most user friendly FHA Appraiser Directory on the market today. [Join our Vendor Panel](#)

Thank you

Tim Richards
Customer Service
FHAAppraiserFinder.com

This email was sent to kentaggart@verizon.net.

If you no longer wish to receive email marketing from FHAAppraiserFinder.com, [Unsubscribe](#).

HVD 54

1/5997

6/23/2011

Homes &
Communities

hud home page search privacy statement

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Appraisers

Welcome to FHA's search for appraisers by location, name or license. You can search to find specific types of appraisers by using the entry fields. For example, if your search is for a list of all active appraisers in Washington, D.C., the important fields to fill would be the state and city fields. To search a smaller area, the zip code could be used. If you need help, take a look at our [help](#) screen or contact the [Single Family Administrator](#).

Message: APPRAISERS NOT PROCESSED DUE TO ERROR(S)

Sorted By: Name

State: Pennsylvania

License:

Last Name: taggart

First Name:

City:

Zip Code:

Error(s) Detected

NO RECORDS MATCHED YOUR SELECTION CRITERIA

[Send](#)

[Reset](#)



[\[Previous\]](#)

HUD 55

Request for Appraisal

To (Name & Address of Appraiser): Kenneth Taggart Appraisal One Source 45 Heron Road Southampton, PA 18966 (E-Mail) ktaggart@appraisals.com		From (Name & Address): Debra Serrano/Mark Corridor Mortgage Group, Inc. 11085 Stratfield Court Marriottsville, MD 21104 (P) 410-313-9900 (F) 410-313-8200	
Applicant (Name & Address): Mark Dalton 11085 Stratfield Court Marriottsville, MD 21104 (H) 301-313-9900		Lender (Name & Address): Lender Case No. : 11085 Stratfield Court Corridor Mortgage Group, Inc. 11085 Stratfield Court Marriottsville, MD 21104 (P) 410-313-9900 (F) 410-313-8200	
Authorized by (Signature) <i>Redacted</i>		Title: AMC	Date: 11/22/2011
Property Type: <input checked="" type="checkbox"/> Detached <input type="checkbox"/> Attached <input type="checkbox"/> Condo <input type="checkbox"/> PUD <input type="checkbox"/> CO-OP	Occupancy Status: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Second Home <input type="checkbox"/> Investment Property	Type of Loan: <input type="checkbox"/> Conventional <input checked="" type="checkbox"/> FHA Case#: 071-1426899 <input type="checkbox"/> VA <input type="checkbox"/> Other	Lien Position: <input checked="" type="checkbox"/> First Mortgage <input type="checkbox"/> Second Mortgage
Loan Purpose: <input type="checkbox"/> Purchase <input type="checkbox"/> Cash-Out Refi <input checked="" type="checkbox"/> No Cash-Out Refi <input type="checkbox"/> Construction <input type="checkbox"/> Construction-Perm <input type="checkbox"/> Other		Property Address: 11085 Stratfield Court County: MD	
Estate Will Be Held In: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold expiration date: _____		Legal Description: See Preliminary Title Report	
Escrow Company:		Title Company:	
Listing Agent:		Selling Agent:	
Appraisal Type: <input checked="" type="checkbox"/> Interior/Exterior(Full) <input type="checkbox"/> Exterior Only <input type="checkbox"/> Market Rent analysis <input type="checkbox"/> Land Appraisal		Due Date: 11/30/2011	Appraisal Order Number:
Estimate of Value Should Be: <input checked="" type="checkbox"/> As is <input type="checkbox"/> As Completed		Appraisal Cost: \$	Appraisal Type(s) Ordered: FNMA-1004/FHLMC-70
Payment Method: <input type="checkbox"/> C.O.D. <input type="checkbox"/> Credit Card <input type="checkbox"/> Invoice Client <input checked="" type="checkbox"/> Bill <u>Corridor Mortgage</u> <input type="checkbox"/> Other		E-mail Appraisal To: appraisals@corridormtg.com	
Comments: We require interior and exterior photos and photos of all bathrooms.			

HUD 56

KT 29

Request for Appraisal

To (Name & Address of Appraiser): Kenneth Taggart Appraisal One Source 45 Heron Road Southampton, PA 18966 (E-Mail) [REDACTED]		From (Name & Address): Debra Serrano/Dawn Corridor Mortgage Group, Inc. 421 South Main Street Bel Air, MD 21014 (P) 410-399-2450 (F) 443-574-9520	
Applicant (Name & Address): [REDACTED] 9500 [REDACTED] Street [REDACTED] (H) [REDACTED] (E-Mail) plnfaith@aol.com		Lender (Name & Address): Lender Case No. : [REDACTED] Corridor Mortgage Group, Inc. 421 South Main Street Bel Air, MD 21014 (P) 410-399-2450 (F) 443-574-9520	
Authorized by (Signature): [REDACTED]		Title: HVCC Compliance	Date: 02/07/2011
Property Type: <input checked="" type="checkbox"/> Detached <input type="checkbox"/> Attached <input type="checkbox"/> Condo <input type="checkbox"/> PUD <input type="checkbox"/> CO-OP	Occupancy Status: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Second Home <input type="checkbox"/> Investment Property No. of Units <u>1</u>	Type of Loan: <input type="checkbox"/> Conventional <input checked="" type="checkbox"/> FHA Case#: 071-1377962-703 <input type="checkbox"/> VA <input type="checkbox"/> USDA/Rural Housing <input type="checkbox"/> Other _____	Lien Position: <input checked="" type="checkbox"/> First Mortgage <input type="checkbox"/> Second Mortgage
Property Address: [REDACTED] Camden [REDACTED] County: [REDACTED]		Loan Purpose: <input type="checkbox"/> Purchase <input type="checkbox"/> Cash-Out Refi <input checked="" type="checkbox"/> No Cash-Out Refi <input type="checkbox"/> Construction <input type="checkbox"/> Construction-Perm <input type="checkbox"/> Other _____	
Estate Will Be Held In: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold expiration date: _____			
Legal Description: See Preliminary Title Report			
Escrow Company:		Title Company:	
Listing Agent:		Selling Agent:	
Appraisal Type: <input checked="" type="checkbox"/> Interior/Exterior(Full) <input type="checkbox"/> Exterior Only <input type="checkbox"/> Market Rent analysis <input type="checkbox"/> Land Appraisal		Due Date: 02/14/2011	Appraisal Order Number: FNMA-1004/FHLMC-70
Estimate of Value Should Be: <input checked="" type="checkbox"/> As is <input type="checkbox"/> As Completed		Appraisal Cost: \$	E-mail Appraisal To: [REDACTED]
Payment Method: <input type="checkbox"/> C.O.D <input type="checkbox"/> Credit Card <input type="checkbox"/> Invoice Client <input checked="" type="checkbox"/> Bill Corridor Mortgage <input type="checkbox"/> Other _____		Contact for Entry: (if not the same as borrower)	
Comments: We require interior and exterior photos and photos of all bathrooms.			

H 00 57

KT 100

Ken Taggart

HAD TO TURN DOWN

From: "Ken Taggart"
Date: Wednesday, February 09, 2011 10:01 AM
To: "Debra Serrano"
Subject: Re: [REDACTED]
Hi Debra,

Redacted

I am not able to do this appraisal ! I am Licensed in Delaware, but I am not on the FHA roster.

I do not have anyone in the office who is FHA approved and licensed in Delaware.

I am sorry I did not get back to you right away – My computer dies and a new computer system was being upgraded along with files and emails being transferred.

Think of me on the next deal; I do appreciate your business.

Ken Taggart

Appraisal One Source, Inc.

45 Heron Rd
Holland, Pa 18966

[REDACTED] Redacted

From: Debra Serrano
Sent: Monday, February 07, 2011 4:14 PM
To: mailto:[REDACTED]
Subject: Heath

Redacted

Ken,

Attached is a request for appraisal for Heath. When you send the appraisal please send your updated license and E & O.

Thanks
Debra

For your protection, we remind you that this is an unsecured email service, which is not intended for sending confidential or sensitive information. Please do not include your social security number, account number, or any other personal or financial information in the content of the email. This email may contain promotional information. To discontinue receiving promotional emails from Corridor Mortgage Group, please send an email to opt-out@corridormtg.com. Please include your name, company name and address. Corridor Mortgage Group is an Equal Housing Lender. www.corridormtg.com

HUD 58

KT 101

2/8/2011

KEN TAGGART

From: [Redacted]
To: [Redacted]
Cc: <company@managedappraisal.com>
Sent: Thursday, March 04, 2010 2:15 PM
Subject: Order from Managed Appraisal Service, Inc. (File #: [Redacted])

Declined
Due to
Full
Appraisal

Order from Managed Appraisal Service, Inc.

Redacted

File Number [Redacted]
Assigned: 3/4/2010 2:15:00 PM
Contact us at: 866 222-6205
PO Number: [Redacted]
Case # 351-5788027-703
Tracking #
Client Info
Client Name: Gateway Funding Diversified Mortgage Services, L.P.
300 Welsh Road, Building 5
Horsham, PA 19044
Loan # 3117010530

Borrower Info

Borrower Name
Address:

[Redacted]
[Redacted]
[Redacted]

Redacted

County: GLOUCESTER
Legal Description
Property Type SFR
Occupancy: Primary Residence
Report Type(s): FHA Appraisal (SFD)
FHA: Yes
Loan Type Purchase

Billing Info

Payment Method Bill

Contact Info

Contact Name See Notes or Purchase Contract for Contact Info
Primary Number
Work Number
Other Number

Vendor Info

Vendor: Kenneth Taggart
Due Date: 3/9/2010 12:00:00 AM

HUD 59

WT 104

3/5/2010

ENCOMPASS® Appraisal Center

[Help](#) | [Customer Support](#) | [Log Off](#)

Welcome, Appraisal One Source, Inc.

[My Orders](#) | [My Account](#)[Current Orders](#) | [Delivered Orders](#) | [Archived Orders](#)

Appraisal Request for [REDACTED]

Upgrade your subscription and advertise your business to thousands of Encompass users. Upgrade Now.

Please review the appraisal request below and click Accept to view the full order details. If you Reject the order it will be moved to the Archived Orders page where it will be kept for 180 days.

Request Information

Client Name: HVCC Department

Borrower Name: [REDACTED]

Property Address: [REDACTED]

Loan Type: FHA

Appraisal Type: FNMA1004

Due Date: 12/28/2010

Status: Requested on 12/21/2010

Comments to Client:

I am not FHA approved, therefore I will have to decline the assignment - Thanks for the offer for the appraisal!

Ken Taggart

Note: Accepting this order will result in the applicable transaction fee.

☒ Accept☐ Reject[Back to List](#)© 1999-2010 Ellie Mae, Inc. | [Privacy Policy](#) | [Security Statement](#) | [Terms and Conditions](#)

HUD CO

KT 108

Ken Taggart

From: "Ann O'Rourke" <ann@appraisaltoday.com>
Date: Tuesday, October 11, 2011 4:33 PM
To: [REDACTED] *Redacted*
Subject: AppraiserLoft closes/How many appraisals completed in one day?
Can't read this email? [Click here!!](#)

Hi, just a reminder that you're receiving this email because you have expressed an interest in Appraisal Today. Don't forget to add ann@appraisaltoday.com to your address book so we'll be sure to land in your inbox!

You may [unsubscribe](#) if you no longer wish to receive our emails.



**AppraiserLoft closes/How many appraisals completed in one day
Free Appraiser email newsletter, October 11, 2011**

++++++ Thanks to Our Advertising Sponsor!! ++++++



METRO-WEST

APPRAISAL CO., LLC

Valuation Services Coast to Coast

Metro-West Appraisal Co., LLC is expanding its market foot print nationwide!

Metro-West founded in 1987 provides a full suite of valuation products from coast to coast. Metro-West Appraisal Co., LLC is the largest 100% staff appraisal company in the nation, not affiliated with a lender or AMC.

Career opportunities for experienced professionals are available in all states and counties. Those appraisers who have an affinity for Review work or are interested broadening their expertise, are also encouraged to join their specialized division. If you are an appraiser who desires a long term valuation career kindly review the requirements described below.

MUD 61

157 111

10/11/2011

Review Division Eligibility Requirements:

The Metro-West Review division is looking for experienced desk and field reviewers. You must have two years' experience with all types of review assignments. You will be completing Desk top, Field and Retrospective reviews. You will be supplied with the tools and training needed to become the best in the business. CVR certified appraisers are strongly encouraged to apply.

Please forward your resume, two recent sample appraisals (one 1004 and one FHA 1004, each with the 1004MC form), copy of your license and preferred coverage areas to:

careers@metrowestappr.com

**www.MetroWestAppr.com
888.676.9237**

+++++

Note: I don't endorse any advertisers or their products, I just take their money ;>
Interested in advertising here to over 14,000 appraisers? For info, go to
www.appraisaltoday.com/advert.htm or send an email to ann@appraisaltoday.com The
subscriber list is never rented or sold

Quick Links

Want more appraisal business? [Click here](#) to order (\$15 each) Special Reports on UAD, Foreclosure, Estate/Trust, Relocation, Legal and tax plus my marketing books, and Appraisal Today paid newsletter.

How to change your email address - go to the bottom of this email.

Looking for an old email newsletter? [Click here](#) to access the email archive!!

UAD, FHA and Fannie Mae links www.appraisaltoday.com

AppraiserLoft closes its doors, firm insolvent

Here's a quote:

"On Friday employees were notified the company was insolvent," according to a source inside the AMC. "They were told they would be paid later. [CEO] Aman [Makkar] told them at lunch they will get paid next week, and they won't," the source alleged.

"Rumblings about AppraiserLoft's financial woes have swirled for months. A number of entities have said they are owed money from AppraiserLoft and haven't been paid, including HousingWire. Others noted slow payments for some time."

My comment: I confirmed this with a very good source. I doubt if any appraisers will be able to collect anything owed to them. No info on bankruptcy, if any. The lesson: Keep close track of your billings. If payments are getting later and later, don't take any more work!

MUD 62

AT 112

10/11/2011

Link to article that leaked the news:

<http://www.housingwire.com/2011/10/10/appraiser-loft-closes-its-doors-workers-told-firm-insolvent-sources>

Claim Alert: Why do E&O claims get settled?

Here's a quote:

"When an appraiser reports a new claim, one of the first questions he or she asks is, "What happens now?" After we explain how the litigation will be handled, and what will be expected of the appraiser during the course of the lawsuit, we inevitably get into a discussion about settlement."

http://www.liability.com/claim_alerts/why_do_claims_get_settled.aspx

Tuesday, October 11, 2011

Cuomo v. eAppraiseIT: New York's Highest Court Held Oral Argument on eAppraiseIT's Appeal Today

By Peter Christensen

Here's a quote:

"Four years after New York's then Attorney General Cuomo filed his lawsuit against First American eAppraiseIT (now part of CoreLogic) in 2007, the New York State Court of Appeals (the state's highest court) heard today eAppraiseIT's appeal of the trial court's denial of its motion to dismiss. eAppraiseIT's argument on appeal is that New York's Attorney General is preempted by federal savings and loan laws and regulations from pursuing state law claims against appraisal management companies (AMCs) in state court. The trial court's denial of the motion to dismiss was previously upheld by the lower New York appellate court. The Court of Appeals' likely decision really can't be predicted based on the questioning during oral argument today. In the meantime, any future trial of the case is stayed until a final decision by the Court of Appeals."

<http://www.appraiserlawblog.com/2011/10/cuomo-v-eappraiseit-new-yorks-highest.html>

Only \$0.27 per day!!

MUD 63

113

10/11/2011

at \$8.95 per month, \$24.75 per quarter or \$99 per year

New in the October issue of Appraisal Today.

- Appraising - from the Middle Ages to now
- Appraising over 3,000 years ago
- Relocation appraisal - an appraisal market that pays well
- In defense of the cost approach (book review)
- An introduction to green homes (book review)

The price is \$99 per year (\$169 for two years). Or, subscribe to the monthly Appraisal Today for only \$8.25 per month for 12 months (\$24.75 per quarter)!!

To subscribe, go to

<http://www.appraisaltoday.com/products.htm>

or call 800-839-0227, M,Tu, Wed Pacific time, from 8am to noon.

Plus my UAD Special Report is also FREE plus 18 months of past issues

CLICK HERE TO SUBSCRIBE!!!!

If you are a paid subscriber and did not get the emailed link for the October 2011 issue and the UAD link, please send an email to info@appraisaltoday.com and let us know!!

Understanding State Board Enforcement

By Timothy C Andersen, MAI

Here's a quote:

"Guilty until Proven Innocent "

"It is interesting to note that to violate a state's appraiser certification law is not a crime, per se. It is not illegal, either, which means it is not "breaking the law." It is unlawful, however, which means to do something in a manner the law does not authorize. Since violation of a state's appraiser certification law is not a crime, the protection of our Federal Constitution- "innocent until proven guilty," does not apply. When the state sends a letter it informs you that you are guilty of a violation of USPAP and/or state law. There are no hearings, no trial, no judge, no jury. You are guilty. You can defend yourself and the state may even drop some of the charges. However, you are guilty of something for no other reason than the state says you are."

<http://www.workingre.com/workingre/behind-curtain-at-state-boards-newsletter-page.html>

HUD 64

114

10/11/2011

10/11/2011

KEN TAGGART

From: "AppraiserRoster" <AppraiserRoster@hud.gov>
To: "KEN TAGGART" [redacted]
Cc: "AppraiserRoster" <AppraiserRoster@hud.gov>
Sent: Friday, February 12, 2010 1:44 PM
Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

Sir,

**Contact Kenneth Walker at 202-402-2073 or
Kenneth.Walker@hud.gov for further assistance.**

From: KEN TAGGART [mailto:[redacted]]
Sent: Friday, February 12, 2010 12:21 PM
To: AppraiserRoster
Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

This is " The United states Of America" !!!!!

"You are inocent until proven guilty!!!!"

I have not been found guilty of anything.

The court has not rendered a decision.

The guilty party is GMAC Mortgage for failing service the loan by RESPA laws and guilty of Truth-In-Lending laws.

LITIGATION MEANS AN UNRESOLVED DISPUTE!

I will contact my congressman and Senators to get this resolved

I have been disenfranchised by this incorrect decision.

Pleas let me know if there is anything else I can do with your department.

Ken Taggart

please [redacted]

— Original Message —

From: AppraiserRoster
To: "KEN TAGGART"
Sent: Friday, February 12, 2010 12:15 PM
Subject: RE: CAIVERS ISSUE AND APPRAISER ROSTER.

MUD 66

KT 116

KT5

5/20/2010

As long as you are in litigation there is nothing we can do. When the lawsuit has been settled then you can fax me the information, until then you will stay in a termination status until this issue has been resolved.



Avis P. Ivey
Program Analyst/Roster Manager
FHA/Valuation Policy Division
202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: KEN TAGGART [Redacted]
Sent: Friday, February 12, 2010 12:03 PM
To: AppraiserRoster
Subject: Re: CAIVERS ISSUE AND APPRAISER ROSTER.

This is currently in litigation and i have not been found guilty of anything!!!!

If I faxed you the lawsuit/claim against GMAC Mortgage indicating this, would you then reinstate me?

I can fax the lawsuit which is still pending in court!

They are at fault and have not followed RESPa by reporting this incorrectly

— Original Message —

From: AppraiserRoster [Redacted]
To: [Redacted]
Sent: Friday, February 12, 2010 11:50 AM
Subject: FHA: CAIVERS ISSUE AND APPRAISER ROSTER.

Mr. Taggart,

FHA will not reinstate your status as long as your mortgage company is reporting to us that you are in a foreclosed status. If you can submit documentation that your mortgage company is reporting false information and you are not in a foreclosure

MUD 67

RT 117

1876

5/20/2010

status, then please do so and we will further review your case.

Avis P. Ivey
Program Analyst/Poster Manager
EPA/Valuation Policy Division
202-402-2185

**Be thankful in all things and know that God is working it out for your good.
Learn to praise even when you want to cry.**

From: AppraiserRoster
Sent: Friday, February 12, 2010 11:43 AM
To: Ivey, Avis P
Subject: FW: CAIVERS ISSUE AND APPRAISER ROSTER.

From: KEN TAGGART [mailto:████████████████████]
Sent: Friday, February 12, 2010 11:30 AM
To: AppraiserRoster
Subject: CAIVERS ISSUE AND APPRAISER ROSTER.

The Caivers system has knocked me off the FHA approved appraiser list a a mortgage company. has listed me as in default.

This is in litigation and have not been found guilty by any court of law as to being in default. The mortgage company has servicing issues as well as truth-in-lending and other issues listed in a complaint filed against GMAC Mortgage.

I have NOT been found guilty of anything and have been disfranchised by HUD for removing me from the FHA approved list for no valid reason.

I need the "D" for default removed from Caivers ASAP as I am loosing my livelihood by not being able to accept FHA Appraisal assignments, this is most of my work!

I would like to get this resolved ASAP

Thanks

Ken Taggart

H10D 68

118

157

5/20/2010

"be deprived of life, liberty, or property, without due process of law." The states are required to provide due process because the 14th Amendment states, "No state shall deprive any person of life, liberty, or property, without due process of law."

What is Due Process

A simple definition means due process requires notice and an opportunity to be heard before adverse action is taken against you. In criminal cases examples of due process include the need for probable cause to arrest someone and that a criminal defendant is presumed innocent until proven guilty by an impartial judge or jury. Due process does not just exist in a criminal trial, any time a person's property interest may be taken due process protections also apply.

The courts have ruled that possessions such as a government issued license and even civil service jobs are property, which may only be revoked after a hearing. A quasi governmental organization like a homeowner's association is also subject to due process requirements. If a homeowner's association wants to fine a resident for bylaw violations such as excessive noise or because their house paint is the wrong color a hearing must first be held where the resident is given the opportunity to be heard.

Fundamental Rights

In addition to the "procedural due process" rights described above, which governs how the government must act, the constitution also guarantees "substantive due process" rights. While substantive due process is sometimes a difficult concept, it basically means that there are certain rights we hold to be so fundamental in our society that laws attempting to restrict them may be deemed to be unconstitutional. These "substantive rights" are considered to be so fundamental that they enjoy protection even if they are not explicitly mentioned in the Constitution. Even if procedural due process is followed in enacting and enforcing the law a substantive right "vetoes" the law.

Right to Privacy

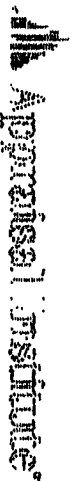
The Constitution does not contain a right to privacy, but the courts have ruled that it exists. Our substantive due process right to privacy is the reason that the Supreme Court has prohibited the federal and state governments from enacting laws that completely restrict an adult's choice to have an abortion, buy contraceptives or engage in consensual sex. The substantive due process right to marry has formed the basis for striking down laws prohibiting interracial marriage nationwide and gay marriage in some states. However, the Supreme Court has not yet ruled on whether gay marriage is a fundamental right protected by the Constitution.

There are many variations and applications of due process. At the core, however, is something to which we can all relate - due process embodies the notion that there are certain basic rights and fundamental freedoms we enjoy as individuals within our society, whether they are explicitly stated or not.

For more information about due process, contact a lead counsel rated attorney by using our attorney search today.

MUD 69

KT 119 1879



Registration Pending Real Estate Services

Home See Map Contact Us Search

Create an account / Forget password

CMR

Appraiser Home Online Headlines
Last updated: September 22, 2010
Vol. 11, No. 1718

AI Responds to NAR's Assessment of Appraisals "Stalling Transactions"

In a June 23 release, the National Association of Realtors' chief economist Lawrence Yun blamed "poor appraisals [for] stalling transactions." He attributed May's less-than-expected sales increase (see related story below) on the fact that "many contracts are falling through from faulty valuations that keep buyers from getting a loan." In a same-day statement, Bill Garber, Appraisal Institute Director of Government and External Relations, said: "We take offense with the notion that the appraisal is only good if it happens to come in at the sales price. That mentality helped cause the mortgage meltdown to begin with. The fact that the appraisal does not match the sales price is not the fault of the appraisal but a fault of the market today."

NAR's remarks came in a June 23 CNNMoney story, which outlined the struggles for home sellers — such as competing against a growing number of bargain-priced foreclosures, buyers paying higher mortgage rates, and the new Home Valuation Code of Conduct rules for property appraisers — all of which are delaying or scuttling many deals.

Since the rules took effect May 1, real estate agents and mortgage brokers say a number of appraisals are coming in surprisingly low. NAR is pressing regulators to put an 18-month hold on the code, arguing in a June 22 letter to regulators that it is "hampering the housing market's recovery."

Chris Heller, agent-owner of Keller Williams Realty in northern San Diego, told CNN that in recent weeks problems with the appraisal process have caused about a third of his transactions to fall apart. Yun adds that they "have just been flooded with e-mails, telephone calls on the appraisal problems."

Garber agreed that the new rules are not ideal, but that appraisers are not to blame for a market where prices are falling rapidly since "appraisers only report what's going on in the market."

To that end, Garber added, "In a typical real estate transaction [such as a buyer seeking a loan], our clients are the lenders. Appraisers provide lenders with information that protects them from making questionable loans and investments and helps them maintain risk. However, that should not suggest a bias toward lower valuation. Appraisers reflect the market, and economists, the markets don't act like we want them to or hope they will. Nonetheless, competent and professional appraisers understand this and develop credible estimates of value that ultimately ensure that lenders loan the proper amount, buyers don't pay too much and sellers get a fair price."

SEARCH

HOME

ABOUT

CONTACT

FHA Volume Skyrockets to 63 Percent

Tightness in the mortgage-finance sector has propelled the Federal Housing Administration's share of the home-loan market to 63 percent so far in 2008 — a record high — compared to 24 percent in the fiscal year ended September 30. Department of Housing and Urban Development Inspector General Kenneth Donohue said the spike in volume is overwhelming the agency, and could erode the integrity of Ginnie Mae mortgage bonds. Donohue's statements came in a June 18 hearing in front of the Committee on House Financial Services Subcommittee on Oversight and Investigations.

The volume of single-family mortgage loans insured by FHA, which is overseen by HUD, more than tripled to \$180 billion in 2008, Donohue said. FHA has historically been most vulnerable to fraud and exploitation when loan volume is high, he added.

Donohue said the rise of mortgage fraud among FHA lenders has depleted FHA's mortgage insurance fund, which has fallen to \$12.9 billion, or two percent of all insured assets as of September 30, from \$21 billion, or 6.4 percent of assets a year earlier. Under some economic projections, that ratio could fall below the statutory requirement of two percent, requiring taxpayer assistance or an increase in premiums, he said.

For the full testimony, visit www.fhasecure.gov/offices/ct/news080618.cfm.

SEARCH

HOME

ABOUT

CONTACT

Loan Mods' Momentum Growing, HUD Chief Says; Watchgroups Lament Ongoing Foreclosures

About 200,000 mortgage modifications have been worked out under the government's Home Affordable Modification Program, including 40,000 modification offers completed in a single week earlier this month, according to Sharron Donohue, secretary of the Department of Housing and Urban Development. However, industry watchdogs remain concerned about the million-plus foreclosure proceedings still ongoing.

Donohue said the foreclosure-prevention program has already gotten more results than previous government efforts to address the

HUD

70

12/6/10

HUD > Program Offices > Housing > Single Family > Appraiser > HUD FHA Appraiser Roster Eligibility Requirements

Eligibility Requirements for Appraiser Roster

Only appraisers who meet the eligibility criteria listed below may apply as new applicants to the FHA roster.

Effective October 1, 2009, FHA no longer accepts new applications from licensed-level appraisers per the Housing and Economic Recovery Act of 2008. ALL roster appraisers must be state certified and must appear on the ASC's National Registry in order to conduct appraisals for FHA insured mortgages.

Read more...

To be eligible as a new applicant or to be eligible for **reinstatement**, you must:

1. Be a state-certified appraiser with credentials based on the minimum certification criteria issued by the Appraiser Qualifications Board (**AQB**) of the **Appraisal Foundation**, and
2. Not be listed on GSA's Excluded Parties List System (**EPLS**), HUD's Limited Denial of Participation (**LDP**) list, or HUD's Credit Alert Verification System (**CAVRS**).

If you are a new applicant, you must apply online by uploading the application and your certification in PDF format. To begin the process, please be sure to read the **application** instructions in their entirety first.

FHA Appraiser Roster Web Page

MVD 71

Ken Taggart

From: "Preferred Appraiser Alliance" <info@preferredappraiseralliance.com>
Date: Wednesday, November 30, 2011 6:33 AM
To: ~~XXXXXXXXXX~~
Subject: Appraisal Orders December 2011

Produced

*MUST BE
FHA
Approved*

MUD 72

KT

122

(KT)

11/30/2011

ZOWIE!



AMC'S ARE TAKING OUR FEES!

Quality Quantity and Price

HUD 73

ST 123

(Handwritten signature/initials)

11/30/2011

Things changed but the rules remain the same!

These days signing up with AMCs isn't enough.

Come out of the COLD

Your Key to Higher Fees

11/30/2011

<http://www.preferredappraiseralliance.com/signup1.html>



*** The Preferred Appraiser Alliance Guarantee - If you don't get at least one more order by using our marketing tactics during your one year membership, we will keep you enrolled as a Preferred Member at no additional cost until you are successful.**

***Preferred Appraiser Alliance
12018 Emelita Street
Valley Village California 91607
United States***

You are subscribed to this mailing list as kentaggart@verizon.net. Please [click here](#) to modify your message preferences or to unsubscribe from any future mailings. We will respect all unsubscribe requests.

delivered by
campaigner

HUD 75

125

WT4

11/30/2011

Exhibit 26

**United States District Court
Eastern District of Pennsylvania (Philadelphia)
CIVIL DOCKET FOR CASE #: 2:12-cv-00415-WD**

TAGGART v. GMAC MORTGAGE, LLC et al
Assigned to: HONORABLE J. WILLIAM DITTER, JR
related Cases: [2:10-cv-02725-WD](#)
[2:12-cv-01913-WD](#)
Case in other court: USCA FOR THE THIRD CIRCUIT, 13-
03781
Cause: 42:1983 Civil Rights Act

Date Filed: 01/26/2012
Date Terminated: 04/11/2014
Jury Demand: None
Nature of Suit: 440 Civil Rights: Other
Jurisdiction: Federal Question

Plaintiff

KENNETH J. TAGGART

represented by **MATTHEW B. WEISBERG**
WEISBERG LAW PC
7 SOUTH MORTON AVE
MORTON, PA 19070
610-690-0801
Fax: 610-690-0880
Email:
mweisberg@weisberglawoffices.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

ROBERT J. BIRCH
ROBERT J. BIRCH, ESQ., PC
617 SWEDE ST
NORRISTOWN, PA 19401
610-277-9700
Email: rjblawyer@comcast.net
ATTORNEY TO BE NOTICED

V.

Defendant

GMAC MORTGAGE, LLC

represented by **MARIA TERESA GUERIN**
REED SMITH LLP
Three Logan Square
1717 Arch Street
Suite 3100
PHILADELPHIA, PA 19103
215-851-8100
Fax: 215-851-8100
Email: mguerin@reedsmith.com
ATTORNEY TO BE NOTICED

UNITED STATES OF AMERICA
TERMINATED: 08/12/2013

represented by **SUSAN DEIN BRICKLIN**
 U.S. ATTORNEY'S OFFICE
 615 CHESTNUT ST.
 SUITE 1250
 PHILADELPHIA, PA 19106
 215-861-8318
 Fax: 215-861-8349
 Email: susan.bricklin@usdoj.gov
TERMINATED: 08/12/2013
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

**DEPARTMENT OF HOUSING AND
 URBAN DEVELOPMENT (HUD)**
TERMINATED: 08/12/2013

represented by **SUSAN DEIN BRICKLIN**
 (See above for address)
TERMINATED: 08/12/2013
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

**THE FEDERAL HOUSING
 ADMINISTRATION (FHA)**
TERMINATED: 08/12/2013

represented by **SUSAN DEIN BRICKLIN**
 (See above for address)
TERMINATED: 08/12/2013
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

DOES

Date Filed	#	Docket Text
01/26/2012	<u>1</u>	COMPLAINT against DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), DOES, GMAC MORTGAGE, LLC, THE FEDERAL HOUSING ADMINISTRATION (FHA), UNITED STATES OF AMERICA (Filing fee \$ 350 receipt number 056922.), filed by KENNETH J. TAGGART. (Attachments: # <u>1</u> Civil Cover Sheet)(jwl,) (Entered: 01/26/2012)
01/26/2012		Summons Issued as to DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), GMAC MORTGAGE, LLC, THE FEDERAL HOUSING ADMINISTRATION (FHA). Four Forwarded To: Pro se plaintiff and one given to AUSA on 1/26/12 (jwl,) (Entered: 01/26/2012)
01/27/2012	<u>2</u>	Acceptance of Service by U.S. Attorney, Re: accepted summons and complaint for UNITED STATES OF AMERICA on 1/27/2012, answer due 3/27/2012. (kw,) (Entered: 01/30/2012)
03/22/2012	<u>3</u>	AMENDED COMPLAINT against DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), DOES, GMAC MORTGAGE, LLC, THE FEDERAL HOUSING ADMINISTRATION (FHA), UNITED STATES OF AMERICA,

to Delaney, Del. Re: 4 of 10
Certificate of Service, filed by PRO SE PLFF KENNETH J. TAGGART.(kw,)
(Entered: 03/23/2012)

03/22/2012		Summons on Amended Complaint Issued as to DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), GMAC MORTGAGE, LLC, THE FEDERAL HOUSING ADMINISTRATION (FHA), UNITED STATES OF AMERICA. Forwarded To: pro se plff and one given to AUSA on 3/23/12. (kw,) (Entered: 03/23/2012)
03/28/2012	4	Acceptance of Service by U.S. Attorney, Re: accepted summons and amended complaint for UNITED STATES OF AMERICA on 3/28/2012, answer due 5/29/2012. (kw,) (Entered: 03/29/2012)
04/05/2012	5	MOTION for Extension of Time to File Answer <i>or Otherwise Respond to Amended Complaint</i> filed by DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), THE FEDERAL HOUSING ADMINISTRATION (FHA), UNITED STATES OF AMERICA.Certificate of Service.(BRICKLIN, SUSAN) (Entered: 04/05/2012)
04/09/2012	6	ORDER THAT FEDERAL DEFTS SHALL FILE THEIR RESPONSE TO PLFF'S AMENDED COMPLAINT ON OR BEFORE 5/22/2012. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 4/9/12. 4/9/12 ENTERED AND COPIES E-MAILED AND MAILED TO PRO SE PLFF AND UNREPRESENTED PARTY.(kw,) (Entered: 04/09/2012)
05/17/2012	7	MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM filed by DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), THE FEDERAL HOUSING ADMINISTRATION (FHA), UNITED STATES OF AMERICA.Memorandum of Law, Certificate of Service. (Attachments: # 1 Exhibit A-F)(BRICKLIN, SUSAN) (Entered: 05/17/2012)
05/25/2012	8	NOTICE of Appearance by MARIA TERESA GUERIN on behalf of GMAC MORTGAGE, LLC with Certificate of Service(GUERIN, MARIA) (Entered: 05/25/2012)
05/25/2012	9	NOTICE by GMAC MORTGAGE, LLC of <i>Bankruptcy and Effect of Automatic Stay</i> (GUERIN, MARIA) (Entered: 05/25/2012)
05/29/2012	10	NOTICE of Appearance by MARIA TERESA GUERIN on behalf of GMAC MORTGAGE, LLC with Certificate of Service(GUERIN, MARIA) (Entered: 05/29/2012)
06/04/2012	11	MOTION FOR EXTENSION OF TIME TO RESPOND TO MOTION TO DISMISS FILED BY HUD, US GOVERNMENT, FILED BY PRO SE PLFF KENNETH J. TAGGART.(kw,) (Entered: 06/05/2012)
06/04/2012	12	SUMMONS Returned Executed by KENNETH J. TAGGART, re: Blake Inman served Summons and Complaint upon Delois Brown on behalf of DEFT GMAC MORTGAGE, LLC by personal service on 5/22/2012, answer due 6/12/2012. (kw,) (Entered: 06/05/2012)
06/06/2012	13	ORDER THAT PLAINTIFF SHALL HAVE AN ADDITIONAL SIXTY (60) DAYS FROM THE DATE OF HIS REQUEST FOR AN EXTENSION TO FILE HIS RESPONSE IN OPPOSITION. PLAINTIFF'S RESPONSE SHALL THEREFORE BE FILED ON OR BEFORE AUGUST 3, 2012. SIGNED BY

		HONORABLE J. WILLIAM DITTER, JR ON 6/6/2012.6/7/2012 ENTERED AND COPIES MAILED TO DEFENDANT AND PLAINTIFF AND E-MAILED. (lbs,) (Entered: 06/07/2012)
07/12/2012	14	MOTION to Have Case Proceed Against Federal Defendants filed by DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), THE FEDERAL HOUSING ADMINISTRATION (FHA), UNITED STATES OF AMERICA. Memorandum and Certificate of Service.(BRICKLIN, SUSAN) Modified on 7/13/2012 (ahf,). (Entered: 07/12/2012)
07/16/2012	15	ORDER THAT THE CASE SHALL PROCEED AGAINST THE FEDERAL DEFENDANTS. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 7/16/2012. 7/16/2012 ENTERED AND COPIES E-MAILED; AND MAILED TO PRO SE. (ems) (Entered: 07/16/2012)
08/03/2012	16	MOTION FOR EXTENSION OF TIME TO RESPOND TO MOTION TO DISMISS FILED BY HUD, US GOVERNMENT, FILED BY PLFF KENNETH J. TAGGART, CERTIFICATE OF SERVICE.(gn,) (Entered: 08/06/2012)
09/12/2012	17	ORDER THAT PLFF SHALL HAVE UNTIL 10/1/2012 TO FILE A RESPONSE TO MOTION TO DISMISS FILED BY THE UNITED STATES, THE DEPT. OF HOUSING AND URBAN DEVELOPMENT, AND THE FEDERAL HOUSING ADMINISTRATION. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 9/12/12. 9/12/12 ENTERED AND COPIES E-MAILED AND MAILED TO PRO SE PLFF.(kw,) (Entered: 09/12/2012)
10/01/2012	18	AMENDED COMPLAINT in response to motion to dismiss, filed by PRO SE PLFF KENNETH J. TAGGART.(kw,) (Entered: 10/02/2012)
10/01/2012	19	Answer/Rebuttal to motion to dismiss, filed by PRO SE PLFF KENNETH J. TAGGART. (kw,) (Entered: 10/02/2012)
10/05/2012	20	Response to <i>Plaintiff's Second Amended Complaint</i> by DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), THE FEDERAL HOUSING ADMINISTRATION (FHA), UNITED STATES OF AMERICA, Certificate of service. (BRICKLIN, SUSAN) Modified on 10/9/2012 (nd,). (Entered: 10/05/2012)
11/26/2012	21	ORDER THAT DEFTS' MOTION TO DISMISS IS GRANTED. HOWEVER, PLFF'S DUE PROCESS CLAIM REGARDING THE ADEQUACY OF HIS HEARING WITH HUD OFFICIALS IS ALLOWED TO PROCEED. DEFTS SHALL FILE AN ANSWER OR OTHER PLEADING WITHIN 20 DAYS OF THIS ORDER, ETC. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 11/26/12. 11/27/12 ENTERED AND COPIES E-MAILED AND MAILED TO PRO SE PLFF.(kw,) (Entered: 11/27/2012)
12/17/2012	22	MOTION to Dismiss <i>Plaintiff's Due Process Claim Regarding the Adequacy of his Hearing with HUD Officials</i> filed by DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), THE FEDERAL HOUSING ADMINISTRATION (FHA), UNITED STATES OF AMERICA.Memorandum of Law, Certificate of Service. (Attachments: # 1 Exhibit)(BRICKLIN, SUSAN) (Entered: 12/17/2012)
12/26/2012	23	MOTION FOR RECONSIDERATION OF THE ORDER DATED NOVEMBER

01/03/2013	24	RESPONSE in Opposition re 23 MOTION for Reconsideration filed by DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), THE FEDERAL HOUSING ADMINISTRATION (FHA), UNITED STATES OF AMERICA. (BRICKLIN, SUSAN) (Entered: 01/03/2013)
01/04/2013	25	MOTION FOR A SHORT EXTENSION OF TIME TO RESPOND TO 2ND MOTION TO DISMISS FILED BY HUD, U.S. GOVERNMENT, CERTIFICATE OF SERVICE, FILED BY PRO SE PLFF KENNETH J. TAGGART.(kw,) (Entered: 01/07/2013)
01/09/2013	26	MOTION FOR A SHORT EXTENSION OF TIME FILE SUR REPLY AND RESPOND TO OPPOSITION TO MOTION FOR RECONSIDERATION FILED BY HUD, US GOVERNMENT, CERTIFICATE OF SERVICE, FILED BY PRO SE PLFF KENNETH J. TAGGART.(kw,) (Entered: 01/09/2013)
01/09/2013	27	ORDER THAT PLFF SHALL HAVE UNTIL 1/18/2013 TO FILE A RESPONSE TO MOTION TO DISMISS FILED BY UNITED STATES, THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, & THE FEDERAL HOUSING ADMINISTRATION. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 1/9/13. 1/10/13 ENTERED AND COPIES E-MAILED AND MAILED TO PRO SE PLFF.(kw,) (Entered: 01/10/2013)
01/11/2013	28	ORDER THAT PLFF'S MOTION FOR EXTENSION OF TIME TO FILE A REPLY REGARDING HIS MOTION FOR RECONSIDERATION IS GRANTED. PLFF SHALL HAVE UNTIL 1/22/2013 TO FILE A REPLY. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 1/11/13. 1/11/13 ENTERED AND COPIES E-MAILED AND MAILED TO PRO SE PLFF.(kw,) (Entered: 01/11/2013)
01/18/2013	29	Answer to motion to dismiss filed by The United States of America & Memorandum of law, filed by PRO SE PLFF KENNETH J. TAGGART. (kw,) (Entered: 01/22/2013)
01/18/2013	30	Memorandum of law in support of: Answer to motion to dismiss filed by the United States of America & rebuttal to the Governments Memorandum of law in support of motion to dismiss, filed by PRO SE PLFF KENNETH J. TAGGART.(kw,) (Entered: 01/22/2013)
01/22/2013	31	MOTION TO THE COURT TO ADDRESS "CONFLICT OF INTEREST" & APPARENT RETALIATION BY GOVERNMENT DEFENDANTS, FILED BY PRO SE PLFF KENNETH J. TAGGART.(kw,) (Entered: 01/23/2013)
01/22/2013	32	Plff's Rebuttal to Government Defendants, "Opposition to motion for reconsideration", filed by PRO SE PLFF KENNETH J. TAGGART. (kw,) (Entered: 01/23/2013)
01/25/2013	33	ORDER THAT PLFF'S NOTICE AND MOTION TO "ADDRESS CONFLICT OF INTEREST AND APPARENT RETALIATION BY GOVERNMENT DEFENDANTS" IS DENIED WITHOUT PREJUDICE TO REFILE IN ACCORDANCE WITH LOCAL RULE 7.1, ETC. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 1/24/13.1/25/13 ENTERED AND COPIES E-

		MAILED AND MAILED TO PRO SE PLFF.(kw,) (Entered: 01/25/2013)
02/01/2013	34	MOTION to Stay <i>Discovery</i> filed by DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), THE FEDERAL HOUSING ADMINISTRATION (FHA), UNITED STATES OF AMERICA.Memorandum of Law, Certificate of Service.(BRICKLIN, SUSAN) (Entered: 02/01/2013)
02/01/2013	35	MOTION FOR EXTENSION OF TIME TO REFILE MOTION TO ADDRESS CONFLICT OF INTEREST & APPARENT RETALIATION BY GOVERNMENT DEFENDANTS, CERTIFICATE OF SERVICE filed by KENNETH J. TAGGART..(rf,) (Entered: 02/04/2013)
02/01/2013	36	MOTION TO STAY DISPOSITION OF ALL PENDING MOTIONS BEFORE THE COURT PENDING DISPOSITION OF: MOTION TO ADDRESS CONFLICT OF INTEREST & APPARENT RETALIATION BY GOVERNMENT DEFENDANTS, CERTIFICATE OF SERVICE filed by KENNETH J. TAGGART..(rf,) (Entered: 02/04/2013)
02/05/2013	37	ORDER THAT THE FEDERAL DEFTS' MOTION TO STAY DISCOVERY IS GRANTED. DISCOVERY IS HEREBY STAYED UNTIL FURTHER ORDER OF THE COURT. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 2/5/13.2/5/13 ENTERED AND COPIES E-MAILED AND MAILED TO PRO SE PLFF.(kw,) (Entered: 02/05/2013)
02/05/2013	38	ORDER THAT PLFF SHALL HAVE UNTIL 2/22/2013 TO FILE THE REQUESTED MOTION. IT IS FURTHER ORDERED THAT PLFF'S MOTION TO STAY DISPOSITION OF ALL PENDING MOTIONS UNTIL RESOLUTION OF THE ABOVE-MENTIONED MOTION IS GRANTED. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 2/5/13.2/5/13 ENTERED AND COPIES E-MAILED AND MAILED TO PRO SE PLFF.(kw,) (Entered: 02/05/2013)
02/22/2013	39	NOTICE & MOTION TO THE COURT TO ADDRESS "CONFLICT OF INTEREST" & APPARENT RETALIATION BY GOVERNMENT DEFENDANTS, FILED BY PRO SE PLFF KENNETH J. TAGGART. (Attachments: # 1 Exhibit A, # 2 Exhibit B)(kw,) (Entered: 02/25/2013)
02/22/2013	40	MEMORANDUM OF LAW SUR MOTION TO APPOINT INDEPENDENT COUNSEL DUE TO CONFLICT OF INTEREST AND RETALIATION BY HUD, FILED BY PRO SE PLFF KENNETH J. TAGGART.(kw,) (Entered: 02/25/2013)
02/28/2013	41	AMENDED NOTICE & MOTION TO THE COURT TO ADDRESS "CONFLICT OF INTEREST", APPARENT RETALIATION & ETHICS VIOLATIONS BY HUD & GOVERNMENT DEFENDANTS & MEMORANDUM OF LAW, CERTIFICATE OF SERVICE, FILED BY PRO SE PLFF KENNETH J. TAGGART.(kw,) (Entered: 03/01/2013)
02/28/2013	42	Amended Memorandum of law to appoint independent counsel due to conflict of interest, address retaliation by Hud & Federal Defendants, & ethics violations, Certificate of Service, filed by PRO SE PLFF KENNETH J. TAGGART.(kw,) (Entered: 03/01/2013)
03/08/2013	43	RESPONSE in Opposition re 40 MOTION to Appoint Counsel, 39 MOTION TO

		<p>to Detach Decl. Ps 8 & 10</p> <p>ADDRESS CONFLICT OF INTEREST & APPARENT RETALIATION BY GOVERNMENT DEFENDANTS, 41 MOTION <i>and Opposition to Amended Memorandum of Law to Appoint Independent Counsel</i> filed by DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), THE FEDERAL HOUSING ADMINISTRATION (FHA), UNITED STATES OF AMERICA. (BRICKLIN, SUSAN) (Entered: 03/08/2013)</p>
03/20/2013	44	<p>NOTICE of Appearance by ROBERT J. BIRCH on behalf of KENNETH J. TAGGART (BIRCH, ROBERT) (Entered: 03/20/2013)</p>
03/22/2013	45	<p>ORDER THAT PLFF'S COUNSEL SHALL REVIEW THE CASE FILE & EVALUATE ALL PENDING MOTIONS TO DETERMINE THEIR MERIT, ETC. A TELEPHONE CONFERENCE IS SCHEDULED FOR 4/3/2013 AT 11:00 A.M., FOR A STATUS UPDATE, ETC. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 3/21/13. 3/22/13 ENTERED AND COPIES E-MAILED.(kw,) (Entered: 03/22/2013)</p>
04/03/2013	46	<p>ORDER THAT PLFF HAS AGREED TO WITHDRAW HIS MOTION FOR RECONSIDERATION AS WELL AS THE MOTIONS TO "ADDRESS CONFLICT OF INTEREST AND APPARENT RETALIATION BY GOVERNMENT DEFENDANTS" (DKTS. 39 & 41). PLFF'S COUNSEL SHALL HAVE THE OPPORTUNITY TO RESPOND TO THE GOVERNMENT DEFTS MOTION TO DISMISS PLFF'S DUE PROCESS CLAIM BY 4/12/2013, ETC. ORAL ARGUMENT ON DEFTS' MOTION TO DISMISS IS SCHEDULED FOR 4/30/2013 AT 11:00 A.M., ETC. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 4/3/13. 4/4/13 ENTERED AND COPIES E-MAILED.(kw,) (Entered: 04/04/2013)</p>
04/04/2013	47	<p>Minute Entry for proceedings held before HONORABLE J. WILLIAM DITTER, JR: Status Conference held on 04/03/13. (si,) (Entered: 04/04/2013)</p>
04/12/2013	48	<p>Memorandum re 22 MOTION to Dismiss <i>Plaintiff's Due Process Claim Regarding the Adequacy of his Hearing with HUD Officials</i> filed by KENNETH J. TAGGART. (BIRCH, ROBERT) (Entered: 04/12/2013)</p>
04/18/2013	49	<p>RESPONSE in Support re 22 MOTION to Dismiss <i>Plaintiff's Due Process Claim Regarding the Adequacy of his Hearing with HUD Officials (Federal Defendants' Reply Brief)</i> filed by DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), THE FEDERAL HOUSING ADMINISTRATION (FHA), UNITED STATES OF AMERICA. (BRICKLIN, SUSAN) (Entered: 04/18/2013)</p>
05/01/2013	50	<p>Minute Entry, re: Oral Argument for proceedings held before HONORABLE J. WILLIAM DITTER, JR. held on 4/30/13. Will be decided as a summary judgment motion. Counsel to submit additional material. Motion taken under advisement. Court Reporter: ESR. (kw,) (Entered: 05/02/2013)</p>
05/01/2013	51	<p>ORDER THAT FEDERAL DEFTS' MOTION TO DISMISS UNDER RULE 12(b) (6) IS CONVERTED TO A MOTION FOR SUMMARY JUDGMENT UNDER RULE 56, ETC. PLFF SHALL HAVE 10 DAYS TO SUBMIT ANY ADDITIONAL MATERIAL IN RESPONSE TO THE MOTION FOR SUMMARY JUDGMENT. FEDERAL DEFTS MAY FILE ANY REPLY WITHIN 10 DAYS AFTER PLFF'S RESPONSE IS FILED. SIGNED BY</p>

		HONORABLE J. WILLIAM DITTER, JR. ON 5/1/13. 5/2/13 ENTERED AND COPIES E-MAILED.(kw,) (Entered: 05/02/2013)
05/13/2013	52	Memorandum re 7 MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM <i>And Attached Affidavit</i> filed by KENNETH J. TAGGART. (BIRCH, ROBERT) (Entered: 05/13/2013)
05/17/2013	53	RESPONSE in Support re 22 MOTION to Dismiss <i>Plaintiff's Due Process Claim Regarding the Adequacy of his Hearing with HUD Officials</i> filed by DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), THE FEDERAL HOUSING ADMINISTRATION (FHA), UNITED STATES OF AMERICA. (BRICKLIN, SUSAN) (Entered: 05/17/2013)
08/12/2013	54	MEMORANDUM AND/OR OPINION. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 8/12/13. 8/13/13 ENTERED AND COPIES E-MAILED.(kw,) (Entered: 08/13/2013)
08/12/2013	55	ORDER THAT DEFTS' MOTION FOR SUMMARY JUDGMENT IS GRANTED.SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 8/12/13. 8/13/13 ENTERED AND COPIES E-MAILED.(kw,) (Entered: 08/13/2013)
08/12/2013	56	ORDER THAT JUDGMENT BE AND THE SAME IS HEREBY ENTERED IN FAVOR OF DEFTS, UNITED STATES OF AMERICA, THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, & THE FEDERAL HOUSING ADMINISTRATION, & AGAINST PLFF, KENNETH J. TAGGART. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 8/12/13. 8/13/13 ENTERED AND COPIES E-MAILED.(kw,) (Entered: 08/13/2013)
09/11/2013	57	NOTICE OF APPEAL as to 37 Order on Motion to Stay, 55 Order (Memorandum and/or Opinion), 21 Order (Memorandum and/or Opinion), 56 Order, Add and Terminate Parties, Add and Terminate Attorneys,,, by KENNETH J. TAGGART. Copies to Judge, Clerk USCA, Appeals Clerk and Certificate of Service. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D) (WEISBERG, MATTHEW) Modified on 9/11/2013 (nd,). (Entered: 09/11/2013)
09/11/2013	58	Clerk's Notice to USCA, re: 57 Notice of Appeal. (kw,) (Entered: 09/12/2013)
09/18/2013		NOTICE of Docketing Record on Appeal from USCA re 57 Notice of Appeal, filed by KENNETH J. TAGGART. USCA Case Number 13-3781 (ems) (Entered: 09/18/2013)
09/18/2013		USCA Appeal Fees received \$ 455.00 receipt number PPE088563, re: 57 Notice of Appeal, filed by KENNETH J. TAGGART (kw,) (Entered: 09/19/2013)
11/07/2013	59	TRANSCRIPT of Hearing held on 4/30/13, before Judge J. William Ditter, Jr.. Court Reporter/Transcriber ESR. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 11/29/2013. Redacted Transcript Deadline set for 12/9/2013. Release of Transcript Restriction set for 2/5/2014. (kw,) (Entered: 11/08/2013)
11/07/2013	60	Notice of Filing of Official Transcript with Certificate of Service, re: 59 Transcript - PDF. 11/8/13 Entered and Copies E-mailed. (kw,) (Entered: 11/08/2013)

11/18/2014 12-12020-mg	Doc 7847-30	Unit: Federal District Court Eastern District of Pennsylvania	Filed 12/09/14 Entered 12/09/14 17:48:56	Exhibit 26
04/08/2014	61	to Delehey Decl. Pg 10 of 10	MOTION to Dismiss <i>GMAC, Without Prejudice (Voluntarily)</i> filed by KENNETH J. TAGGART.Certificate of Service.(WEISBERG, MATTHEW) (Entered: 04/08/2014)	
04/11/2014	62		ORDER THAT APPELLANT-PLFF'S MOTION FOR VOLUNTARY DISMISSAL IS GRANTED, & CO-DEFT, GMAC IS DISMISSED AS A DEFT, WITHOUT PREJUDICE. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 4/10/14.4/10/14 ENTERED AND COPIES E-MAILED.(kw,) (Entered: 04/11/2014)	

PACER Service Center			
Transaction Receipt			
11/18/2014 12:05:50			
PACER Login:	mfl354:2923879:3945828	Client Code:	73214-0000001-16826
Description:	Docket Report	Search Criteria:	2:12-cv-00415-WD
Billable Pages:	6	Cost:	0.60

Exhibit 27

Date: 3/22/12

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. 12-415

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* GMAC Mortgage, LLC
was received by me on *(date)* May 20, 2012

☐ I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☒ I served the summons on *(name of individual)* Delois Brown, who is
designated by law to accept service of process on behalf of *(name of organization)* GMAC Mortgage, LLC
on *(date)* 5/22/12; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ 0.00 for travel and \$ 68.00 for services, for a total of \$ 68.00

I declare under penalty of perjury that this information is true.

Date: May 22, 2012



Server's signature

Blake Inman - Process Server

Printed name and title

LawServe, LLC

1901 Walnut Street, Suite 2-E, Philadelphia, PA 19103

1-800-796-4147 * Info@PaLawServe.com * www.PaLawServe.com

Server's address

Additional information regarding attempted service, etc:

(Page 3)

✓ Civil Action No. 12-415

SERVICE LIST

DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD)

THE FEDERAL HOUSING ADMINISTRATION
(FHA)

Exhibit 28

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KENNETH J. TAGGART	:	CIVIL ACTION
	:	
v.	:	
	:	
GMAC MORTGAGE, LLC, et al.	:	NO. 12-415

MEMORANDUM & ORDER

AND NOW, this 26th day of November, 2012, upon consideration of the motion to dismiss filed by defendants, the Department of Housing and Urban Development (“HUD”), the Federal Housing Administration (“FHA”), and the United States of America (the “federal defendants”)¹ (Dkt. 7, 20) and plaintiff’s opposition (Dkt. 19), I HEREBY ORDER that defendants’ motion to dismiss is GRANTED.² However, plaintiff’s due process claim regarding the adequacy of his hearing with HUD officials, as raised in his response to the federal defendants’ motion to dismiss and incorporated in his second amended complaint, is allowed to proceed. Defendants shall file an answer or other pleading within 20 days of this order.

In connection with this order, I make the following findings and reach the following conclusions:

1. Plaintiff, Kenneth Taggart, alleges that his mortgage servicer, GMAC, erroneously reported him in default on his FHA-insured mortgage which led HUD to rescind his eligibility to appraise FHA mortgages – a decision made without affording him due process or a fair trial.

¹ This order does not pertain to the claims against GMAC Mortgage, LLC (“GMAC”), as that action has been stayed due to GMAC’s pending bankruptcy. *See* Dkt. 9.

² Any possible claims against Senators Arlen Specter, Robert Casey, Jr., and Congressman Patrick Murphy, who are named in Taggart’s complaint, are dismissed. In addition to what appears to be lack of service upon these Members of Congress, Taggart fails to plead any facts that would support a cognizable claim against any of these individuals.

2. Taggart filed his original complaint on January 26, 2012, and an amended complaint on March 22, 2012, alleging violations of his federal and Pennsylvania constitutional rights and various other tort claims. Taggart's first amended complaint includes 15 separate claims for relief, which are described in detail below.

3. According to his first amended complaint, Taggart had a disagreement with GMAC regarding the amount of his mortgage payments, in addition to escrow calculations and payment of hazard insurance. Taggart did not pay the monthly payments demanded by GMAC. *Am. Compl.* ¶ 15; *Pl.'s Resp.* 2. As a result, GMAC filed a foreclosure complaint for non-payment in August 2009 in the Court of Common Pleas of Montgomery County. *Am. Compl.* ¶ 16. That case is still pending. *See GMAC Mortgage, LLC, v. Taggart*, No. 2009-25338 (Montgomery Cnty. Ct. Com. Pl. filed Aug. 14, 2009).³

4. Taggart was in the business of appraising properties in order to determine the maximum insurable mortgage for both FHA-insured mortgages and non-FHA-insured mortgages. *Am. Compl.* ¶¶ 4, 44.⁴ In order to appraise a property that is to be the security for an FHA-insured single family mortgage, Taggart must be on HUD's list of approved appraisers, referred to as the "Appraiser Roster." *See* 24 C.F.R. § 200.200. To be on the Appraiser Roster, he must be a state-certified appraiser with certain credentials and he must not be listed on one of three lists, including HUD's Credit Alert Verification Reporting System ("CAVRS").⁵ *See* § 200.202(b).

³ The amended complaint and Taggart's response to the motion to dismiss contain many additional details regarding this dispute with GMAC, including allegations of fraud and misconduct by GMAC throughout its foreclosure proceedings, but that information is not relevant to my decision and requires no additional discussion.

⁴ The complaint and briefs for the motion to dismiss provide very little explanation of Taggart's business, for example, whether this was his sole source of income or a supplement to other employment.

⁵ The parties refer to this list as CAVRS and also as "CAIVRS," which stands for Credit Alert Interactive Voice Response System. The CAIVRS terminology was used in a prior version of the regulation. *See* 24 C.F.R.

HUD can remove an approved appraiser at any time from the Appraiser Roster “for cause” due to, *inter alia*, the failure to maintain the eligibility requirements set forth in 24 C.F.R. § 200.202(b). See § 200.204(a)(1)(vii).

5. HUD is then required to follow the procedures for removal described in 24 C.F.R. § 200.204(a)(2).⁶ HUD must provide written notice to the appraiser of his or her proposed removal, with the notice containing the reason(s) for and duration of the proposed removal. § 200.204(a)(2)(i). The appraiser has 20 days from the date of the notice to submit a “written response appealing the proposed removal and to request a conference.” § 200.204(a)(2)(ii). HUD will provide a final decision of the appeal, either affirming, modifying, or canceling the removal, within 30 days (or more if the time is extended by HUD with notice to the appraiser) of receiving the appraiser’s written response or completing the conference. § 200.204(a)(2)(iii). If the appraiser does not request a conference or submit a written appeal, the removal is effective 20 days after the date of HUD’s initial notice. § 200.204(a)(2)(iv).

6. In response to Taggart’s alleged non-payment, GMAC reported him as being in default via HUD’s CAVRS. *Am. Compl.* ¶ 17. As a consequence, HUD removed Taggart from the Appraiser Roster on January 27, 2010. *Id.* While it is unclear whether Taggart is claiming that he did not get notice of this decision by HUD, he does allege that he never received a conference or an opportunity to challenge the facts upon which his removal was based, despite his repeated requests to HUD and other government officials. *Id.* at ¶ 19. Moreover, the federal

§ 200.202 (effective Feb. 7, 2008 through Dec. 22, 2011). I will use the current term.

⁶ 24 C.F.R. § 200.204(a)(3) states that an appraiser can be automatically removed from the Appraiser Roster without receiving the notice and procedures required in subsection (a)(2) for such limited reasons as “the issuance of final debarment, suspension, or limited denial of participation.” Neither party contends that this section applied to Taggart.

defendants acknowledge HUD's failure to follow the regulations, stating in their motion to dismiss that "HUD determined that it did not follow the required procedures to remove Taggart from the Appraiser Roster." *Defs.' Br.* 5.

7. More than two years after removing Taggart from the Appraiser Roster, and after Taggart filed the present action, HUD attempted to remedy its earlier mistake by rescinding his removal and reinstating him to the Appraiser Roster. *Defs.' Br.* 5. This was done by letter dated April 5, 2012, with an updated version, without any significant differences, sent to Taggart on April 12, 2012. *Pl.'s Resp., Ex. C.* The letter informed Taggart that he was reinstated to active status and simultaneously advised him of HUD's intent to initiate the process of removing him from the Appraiser Roster pursuant to 24 C.F.R. § 200.204. *Id.* HUD cited Taggart's failure to maintain the eligibility requirements, *i.e.*, being listed on CAVRS, as the reason for removal. *Id.* The April 12, 2012 letter also advised Taggart of the process of removal and reinstatement, and notified him that he had until May 2, 2012, to submit a written response appealing the decision and/or requesting a conference. *Id.*

8. On April 16, 2012, Taggart sent a letter to HUD requesting a conference and also objecting to the conference because it was not a jury trial. *Pl.'s Resp., Ex. E; Defs.' Br., Ex. B.* Nevertheless, on May 17, 2012, Taggart attended and participated in a conference with HUD representatives. *Pl.'s Resp. 9, Ex. M.*

9. The federal defendants also filed their motion to dismiss this case on May 17, 2012, arguing that (a) any claims for damages based on alleged constitutional violations are barred by sovereign immunity; (b) any claims for injunctive relief for alleged due process violations were remedied because HUD corrected its error and followed proper procedures, albeit two years

delayed, and provided Taggart with notice and a conference; and (c) the federal defendants articulate a number of additional arguments as to why Taggart's remaining claims should be dismissed for failure to state a claim against the federal defendants.

10. On June 14, 2012, HUD notified Taggart that his default status was accurate and his removal from the Appraiser Roster was warranted. *See Pl. 's Resp., Ex. M* (noting Taggart was 39 months in default and owed \$162,000 in principal and interest payments).

11. On October 1, 2012, Taggart filed a second amended complaint incorporating his earlier complaints and adding one additional count, asking the court to "cite the defendants for any other violations of the law." *Second Am. Compl.* ¶ 3. Taggart also incorporated into that complaint his response to the defendants' motion to dismiss, which was also filed on October 1, wherein he reasserts many of his earlier allegations but also raises a claim that the May 17 conference was not adequate under due process requirements. *See Pl. 's Resp.* 9-10.

12. On October 5, 2012, the federal defendants filed a motion requesting that I accept their previously filed May 17 motion to dismiss as a response to Taggart's second amended complaint. Notably, the federal defendants did not address Taggart's claim that the May 17 conference did not satisfy his due process rights.

13. Taggart's claims, as set forth in his first and second amended complaints, can be summarized as follows: Counts 1 through 4 allege that his property was taken without due process in violation of the Fifth and Seventh Amendments of the U.S. Constitution and their state equivalents; Counts 5 and 8 are claims for "restraint of trade" and for violations of the "Unfair Trade Practices Act and Consumer Protection Laws;" Counts 6 and 7 are tort claims for defamation and "tortuous," respectively; Count 9 is a claim under "any other laws that are

applicable to the case;” Counts 10 through 13 challenge HUD’s authority to remove appraisers from the Appraiser Roster and again claim that HUD’s procedures are unconstitutional; Count 14 seeks an order directing HUD to amend their reporting procedures; Count 15 alleges that Taggart’s right to freedom of religion under the First Amendment has been violated; and, finally, Count 16 is a claim for “any other violations of the law given the facts presented in this case.”

14. As a preliminary matter, I find that the doctrine of sovereign immunity bars consideration of Counts 1 through 4 of the amended complaint, as well as any of Taggart’s other constitutional claims that seek monetary damages.⁷ “Absent a waiver, sovereign immunity shields the Federal Government and its agencies from suit.” *FDIC v. Meyer*, 510 U.S. 471, 475 (1994). Such a waiver must come from a specific statute or law, and to date the United States and the federal agencies have not waived immunity for suits seeking money damages for alleged constitutional violations. *See id.* at 478; *Mierzwa v. United States*, 282 Fed. Appx. 973, 976-77 (3d Cir. 2008). Moreover, a claim brought pursuant to *Bivens v. Six Unknown Named Agents*, 403 U.S. 388 (1971), which implied a damages action against individual federal agents for a constitutional violation, is not available against the United States or one of the federal agencies. *Meyer*, 510 U.S. at 484-86 (finding that a direct action for damages against federal agencies would be inconsistent with the deterrence logic of *Bivens* and would create a potentially enormous financial burden on the federal government); *see also Dambach v. United States*, 211 Fed. Appx. 105, 107-08 (3d Cir. 2006) (affirming district court’s dismissal of constitutional claims against the United States and Department of Veterans Affairs); *Aladjem v. U.S. Dep’t of Hous. and Urban Dev.*, No. 96-6576, 1999 WL 718069, at *3 (E.D. Pa. Sept. 7, 1999) (dismissing due process

⁷ This includes dismissal of possible claims for monetary damages based on constitutional violations as vaguely pled in other counts, including Counts 7, 9, 10, 11, 12, and 15.

claims for money damages against HUD).

15. In contrast, the United States has waived sovereign immunity as to constitutional claims seeking equitable remedies. *See* 5 U.S.C. § 702 (authorizing actions seeking relief other than money damages for persons adversely affected by or suffering legal wrong because of “agency action”); *Jaffee*, 592 F.2d at 718-19; *Aladjem*, 1999 WL 718069, at *3.

16. Nevertheless, Taggart’s claim for any equitable relief based on a violation of the Seventh Amendment, or his right to a “fair trial,” is dismissed for failure to state a claim. It is well-settled that “the Seventh Amendment is generally inapplicable in administrative proceedings, where jury trials would be incompatible with the whole concept of administrative adjudication and would substantially interfere with the [agency’s] role in the statutory scheme.” *Curtis v. Loether*, 415 U.S. 189, 194 (1974).

17. Taggart’s claim based on a violation of the First Amendment (Count 15) is also dismissed. Taggart alleges that HUD employee, Avis Ivy, through some kind of statement in e-mail correspondence, “imposed her religious beliefs” on him in violation of his First Amendment right to freedom of religion. *Am. Compl.* ¶¶ 110-112. “A pleading that offers ‘labels and conclusions’ or a ‘formulaic recitation of the elements of a cause of action will not do.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555 (2007)). While pleadings need not contain “detailed factual allegations,” the Federal Rules of Civil Procedure’s pleading requirements “demand[] more than an unadorned, the defendant-unlawfully-harmed-me accusation.” *Iqbal*, 556 U.S. at 678. Taggart simply does not plead any facts that could conceivably state a claim for a violation of his First Amendment. This claim is dismissed.

18. As to the final constitutional issue, Taggart claims an alleged deprivation of his property, which he refers to as his “FHA license to perform FHA appraisals,” without due process.⁸ To the extent Taggart challenges the lack of a hearing or the failure to provide notice, those defects were cured by the April notice and the May conference. Taggart also contends that the conference with HUD officials was not in compliance with minimum due process requirements. As noted above, Taggart incorporated his response to defendants’ motion to dismiss in his second amended complaint. In that response, Taggart refers to various deficiencies with the conference, for example, not being permitted to call witnesses, which resulted in a proceeding that did not constitute due process. *See Pl.’s Resp.* 9-10. In arguing to dismiss Taggart’s claims for injunctive relief for constitutional violations, the federal defendants contend that Taggart lacks standing because the 2012 notice and conference were in accordance with HUD procedures and corrected any potential due process violation. While I agree that Taggart can no longer make a due process claim based on the absence of notice or an opportunity to be heard, he has sufficiently pled an “ongoing violation of his rights” when he challenged the adequacy of the May 17 conference. The federal defendants make no argument in this regard and do not consider this claim in their motion to dismiss. Thus, I will permit Taggart’s claim for a due process violation based on the adequacy of his conference to proceed.

19. Taggart’s next set of allegations, in Counts 6, 7, 9, and 16, can be fairly categorized as tort claims against the federal government, thereby falling within the Federal Tort Claims Act (“FTCA”). The FTCA waives the sovereign immunity of the United States as to money damages “for injury or loss of property, or personal injury or death caused by the negligent or wrongful act

⁸ Reading Taggart’s complaints as a whole, it appears as though he seeks the following equitable relief for the alleged due process violations: reinstatement as an FHA-appraiser, a hearing that comports with due process, and an order declaring HUD’s procedures governing the removal of appraisers from the Appraiser Roster unlawful.

or omission of any employee of the Government while acting within the scope of his office or employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.” 28 U.S.C. § 1346(b). The FTCA is the exclusive remedy for claims sounding in tort against the United States and its agencies. 28 U.S.C. § 2679; *see also J.D. Pflaumer v. U.S. Dep’t of Justice*, 450 F. Supp. 1125, 1132 n.11 (E.D. Pa. 1978).

20. As an initial matter, the only proper defendant to a potential claim under the FTCA is the United States. While the United States has waived immunity under the FTCA for certain torts committed by federal employees, federal agencies cannot be sued in their own names. *See* 28 U.S.C. § 2679(a); *Dambach*, 211 Fed. Appx. at 108. Thus, all of Taggart’s claims sounding in tort brought against HUD and FHA are dismissed.

21. In Count 6, Taggart alleges that the government’s actions “defamed” his personal and professional reputation as an appraiser by erroneously reporting him as ineligible to be on the Appraiser Roster and by removing him from the roster without due process or a fair trial. *Am. Compl.* ¶ 49. There are a number of exceptions to the FTCA’s waiver of sovereign immunity which are set forth in 28 U.S.C. § 2680. Among them are claims based on defamation. *See* 28 U.S.C. § 2680(h) (“The provisions of this chapter and section 1346(b) of this title shall not apply to...[a]ny claim arising out of...libel, slander, misrepresentation, deceit, or interference with contract rights”); *Brumfield v. Sanders*, 232 F.3d 376, 382 (3d Cir. 2000) (“The [FTCA] bars actions against the United States for...defamation.”). Thus, a defamation claim against the United States is not permitted and I will dismiss Taggart’s sixth claim for relief.

22. Count 7 of Taggart’s amended complaint alleging that defendants’ actions were

“tortuous” and caused him a plethora of harm is dismissed for failure to state a claim upon which relief can be granted. Because Taggart offers mere “labels and conclusions” and no more than “threadbare recitals,” his claim cannot survive a motion to dismiss.⁹ See *Iqbal*, 556 U.S. at 678; *Twombly*, 550 U.S. at 555.

23. For the same reasons, any other claims that could possibly sound in tort (*i.e.* Counts 9 and 16) are also dismissed. These counts fail to allege any legal theory or factual content that, even if taken as true at this stage, could support a claim for relief.¹⁰

24. Next, Counts 5 and 8 are dismissed with prejudice because Taggart does not allege any specific misrepresentations or conduct actionable under an applicable consumer protection statute. Taggart alleges that the federal defendants “restrained [his] ability to ‘make a living’ as an appraiser” by preventing him from completing FHA and other appraisals and he complains that the “actions of all Defendants are a violation of the ‘Unfair Trade Practices Act & Consumer Protection Laws’ and caused [him] harm.” *Am. Compl.* ¶¶ 44, 59. Taggart does not indicate which statute he claims the defendants have violated, or whether he is alleging a cause of action

⁹ This same reasoning applies to any attempt Taggart makes to plead a negligence action within his response to the defendants’ motion to dismiss. See *Pl.’s Resp.* 14. Merely citing the language of the FTCA is not sufficient to meet the pleading standards announced in *Iqbal* and *Twombly*.

¹⁰ Another potential roadblock to Taggart’s recovery under the FTCA is the statute’s administrative exhaustion rule, which is a jurisdictional requirement. That rule provides that “[a]n action shall not be instituted upon a claim against the United States for money damages for...injury or death caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of this office or employment, unless the claimant shall have first presented the claim to the appropriate Federal agency.” 28 U.S.C. § 2675(a). The notice requirement of § 2675 will be satisfied if the claimant “(1) gives the agency written notice of his or her claim sufficient to enable the agency to investigate and (2) places a value on his or her claim.” See *Tucker v. U.S. Postal Serv.*, 676 F.2d 954, 959 (3d Cir. 1982). Taggart has not alleged that he complied with either prerequisite. While Taggart apparently filed a complaint, on May 21, 2012, with the Inspector General of HUD, this complaint details his grievances with GMAC and his allegations of fraud and wrongful foreclosure – the complaint does not set forth Taggart’s claims against the federal defendants, nor does it include a sum certain of his alleged damages. See *Pl.’s Resp.*, *Ex. K*.

under federal or state law.

25. If Taggart is attempting to bring a claim under the federal consumer protection law found in § 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, which prohibits unfair methods of competition and unfair or deceptive acts or practices, his claim fails because private parties are not authorized to file enforcement actions, only the FTC has that authority. *See Vino 100, LLC v. Smoke on the Water, LLC*, No. 09-4983, 2012 WL 1071174, at *8 (E.D. Pa. Mar. 30, 2012); *see also Holloway v. Bristol-Myers Corp.*, 485 F.2d 986, 987, 1001 (D.C. Cir.1973) (holding there is no express or implied private right of action to enforce the Federal Trade Commission Act).

26. Alternatively, if Taggart is seeking relief under Pennsylvania's Unfair Trade Practices and Consumer Protection Law ("UTPCPL"), which he makes reference to in the "Jurisdiction & Venue" section of his amended complaint, his claim also fails. While Taggart does not specify the provision of the UTPCPL that applies in his case, he is likely attempting to bring a claim under the catch-all provision, which prohibits "[e]ngaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding." 73 P.S. § 201-2(4)(xxi). Pennsylvania law appears to require a plaintiff to prove the elements of common-law fraud in order to establish a claim under the catch-all section, or at the very least, justifiable reliance. *See Hunt v. U.S. Tobacco Co.*, 538 F.3d 217, 226 (3d Cir. 2008) ("[T]he Supreme Court of Pennsylvania has announced and applied a broad rule that private plaintiffs must allege justifiable reliance under the Consumer Protection Law."); *Taggart v. Wells Fargo Home Mortgage, Inc.*, No. 10-cv-00843, 2010 WL 3769091, at *10 (E.D. Pa. Sept. 27, 2010) (collecting cases). Not only does Taggart fail to identify any misrepresentation made to him by the federal defendants, but he fails to allege facts to suggest he "justifiably relied on the defendant[s]"

wrongful conduct or representation and that he suffered harm as a result of that reliance.” *Hunt*, 538 F.3d at 224 (quoting *Yocca v. Pittsburgh Steelers Sports, Inc.*, 854 A.2d 425, 438 (Pa. 2004)). Thus, Taggart’s UTPCPL claim fails under either the ordinary pleading standard set forth in *Twombly* or the heightened particularity requirement under Rule 9(b). *See* Fed. R. Civ. P. 9(b) (“In alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake.”).

27. Taggart’s claims challenging HUD’s authority under the law to remove appraisers from the Appraiser Roster for “simply being on the ‘CAVRS List’” and his claims requesting that HUD’s procedures be “abolished,” are dismissed for failure to state a claim upon which relief can be granted. *See Am. Compl.* ¶¶ 70, 71, & 97. Taggart provides no supporting factual or legal basis for his claims. *See Twombly*, 550 U.S. 544; *Iqbal*, 556 U.S. 662. Moreover, the regulations explicitly state that eligibility for placement on the Appraiser Roster is contingent upon not being listed on HUD’s CAVRS, and the causes for removal include failure to maintain any of the eligibility requirements. *See* 24 C.F.R. §§ 200.202(b), 200.204(a). Taggart’s alternative claim that this policy of removing appraisers who appear on CAVRS should be abolished is without merit. HUD has the authority to adopt reasonable and non-arbitrary regulations in order to establish certain eligibility requirements for appraisers of FHA-mortgages in order to protect its insurance funds. *See* 44 U.S.C. § 3535(d) (“The Secretary [of HUD]...may make such rules and regulations as may be necessary to carry out his functions, powers, and duties.”).

28. Finally, Taggart requests that I order the federal defendants to change the reporting procedures for the payment or performance status of loans to HUD’s CAVRS list. Taggart has stated no legal or factual basis for his apparent request for the extraordinary remedy of a writ of

mandamus under 28 U.S.C. § 1361. To obtain such relief, a plaintiff must establish three elements: (1) plaintiff's clear right to the relief requested; (2) the defendant's clear duty to act; and (3) plaintiff has no other adequate remedy available. *Taylor v. U.S. Dep't of Labor*, 552 F. Supp. 728, 744 (E.D. Pa. 1982). Among other deficiencies with respect to this claim, Taggart does not provide any support for the proposition that the federal defendants had a duty to obtain a judicial adjudication regarding the status of his loan before Taggart could be reported in default via CAVRS. Therefore, Count 14 is also dismissed.

29. In sum, the federal defendants' motion to dismiss is granted, with the exception of Taggart's due process claim for equitable relief based on the inadequacy of his conference with HUD. Twenty days is sufficient time for the federal defendants to answer or file another pleading.

BY THE COURT:

/s/ J. William Ditter, Jr.
J. WILLIAM DITTER, JR., J.

Exhibit 29

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KENNETH J. TAGGART	:	CIVIL ACTION
Plaintiff	:	
v.	:	
	:	
GMAC MORTGAGE, LLC, et al.	:	NO. 12-CV-0415
Defendants	:	

ORDER

AND NOW, this 12th day of August, 2013, IT IS HEREBY ORDERED that the defendants' motion for summary judgment (Dkt. 22)¹ is GRANTED.

BY THE COURT:

/s/ J. William Ditter, Jr.
J. WILLIAM DITTER, JR., J.

¹ The federal defendants filed a motion to dismiss plaintiff's remaining claim under Federal Rule of Civil Procedure 12(b)(6). Dkt. 22. Pursuant to Rule 12(d), I converted the federal defendants' motion to dismiss to a motion for summary judgment. *See* Dkt. 51.

Exhibit 30

ReedSmith

Maria T. Guerin
Direct Phone: +1 215 241 7984
Email: mguerin@reedsmith.com

Reed Smith LLP
2500 One Liberty Place
1650 Market Street
Philadelphia, PA 19103-7301
+1 215 851 8100
Fax +1 215 851 1420
reedsmith.com

September 18, 2013

VIA FIRST CLASS U.S. MAIL

Ms. Marcia M. Waldron
Clerk for the United States Court of Appeals for
the Third Circuit
21400 United States Courthouse
601 Market Street
Philadelphia, PA 19106-1790



RE: Kenneth Taggart v. GMAC Mortgage, LLC, et al.
Case Number: 2013-3781
District Case Number: 2-12-cv-00415

Dear Ms. Waldron:

Reed Smith LLP represents GMAC Mortgage, LLC ("GMACM") in connection with this matter. Pursuant to your case opening correspondence dated September 17, 2013, please be advised that GMACM will not be participating in this appeal because the underlying litigation has been stayed as to GMACM. The enclosed Notice of Bankruptcy and Effect of the Automatic Stay was filed last year in the District Court. The bankruptcy proceedings are ongoing, and the automatic stay has not been lifted for this matter.

If you should require additional information, please do not hesitate to contact us.

Very truly yours,

Maria T. Guerin

MTG/bas
Enclosure

cc: Matthew B. Weisberg, Esq. (with encl.)
Robert J. Birch, Esq. (with encl.)
Susan D. Bricklin, Esq. (with encl.)

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Kenneth J. Taggart,

Plaintiff,

v.

GMAC Mortgage, LLC, *et al.*

Defendants.

No. 2:12-cv-00415

**NOTICE OF BANKRUPTCY
AND EFFECT OF AUTOMATIC STAY**

Defendant GMAC Mortgage, LLC (“GMAC” or “Debtor”), by and through its undersigned counsel, in accordance and consistent with section 362(a) of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), respectfully submits this Notice of Bankruptcy and Effect of Automatic Stay, and states as follows:

1. On May 14, 2012 (“Petition Date”), the Debtor and certain of its affiliates filed voluntary petitions (“Petitions”) under Chapter 11 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (“Bankruptcy Court”). The Debtor’s case is jointly administered under the Chapter 11 Case for Debtor Residential Capital, LLC, et al., and is indexed as case number 12-12020.

2. The “automatic stay” is codified in section 362 of the Bankruptcy Code. Section 362(a), *inter alia*, imposes an automatic stay of: (i) the commencement or continuation of a “judicial, administrative, or other action or proceeding” against the Debtors (11 U.S.C. § 362(a)(1)); (ii) acts to “obtain possession of property” of the Debtors’ estates (11 U.S.C. § 362(a)(3)); and (iii) acts to “collect, assess, or recover a claim” against the Debtors arising prior to the Petition Date (11 U.S.C. § 362(a)(6)).

3. The above-captioned action constitutes a “judicial, administrative, or other action or proceeding” against the Debtor, an act to obtain possession of the Debtor’s property, and/or an act to collect or recover on a claim against the Debtor.

4. Accordingly, the above-captioned lawsuit and claims filed against GMAC must be stayed as to the Debtor pursuant to 11 U.S.C. § 362(a).

5. Any action taken by the Plaintiff against the Debtor without obtaining relief from the automatic stay from the Bankruptcy Court may be void *ab initio* and may result in finding of contempt against Plaintiff by the Bankruptcy Court. The Debtor reserves and retains all of its statutory rights to seek relief in Bankruptcy Court from any action, judgment, order, or ruling entered in violation of the Automatic Stay.

Respectfully submitted,

By: /s/ Maria T. Guerin
Diane Bettino (PA ID 64111)
Maria T. Guerin (PA ID 207378)
REED SMITH LLP
2500 One Liberty Place
1650 Market Street
Philadelphia, PA 19103

*Attorneys for Defendant
GMAC Mortgage, LLC*

May 25, 2012

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing NOTICE OF BANKRUPTCY AND EFFECT OF AUTOMATIC STAY has been filed electronically this 25th day of May, 2012, and the following party/counsel of record will be notified by the Court's ECF system and Regular U.S. Mail.

Kenneth Taggart
46 Heron Road
Heron, PA 18966
Plaintiff, Pro Se

and

Susan Dein Bricklin, Esq.
U.S. Attorney's Office
615 Chestnut Street
Suite 1250
Philadelphia, PA 19106
Counsel for Federal Government Defendants

/s/ Maria T. Guerin

Maria T. Guerin

Exhibit 31

**United States District Court
Eastern District of Pennsylvania (Philadelphia)
CIVIL DOCKET FOR CASE #: 2:12-cv-01913-WD**

TAGGART v. COUNTY OF MONTGOMERY et al
Assigned to: HONORABLE J. WILLIAM DITTER, JR
related Cases: [2:12-cv-00415-WD](#)
[2:12-cv-04455-WD](#)
Cause: 42:1983 Civil Rights Act

Date Filed: 04/10/2012
Date Terminated: 01/03/2013
Jury Demand: Plaintiff
Nature of Suit: 440 Civil Rights: Other
Jurisdiction: Federal Question

Plaintiff

KENNETH J. TAGGART

represented by **KENNETH J. TAGGART**
45 HERON ROAD
HOLLAND, PA 18966
PRO SE

V.

Defendant

COUNTY OF MONTGOMERY
(IN THE STATE OF PENNSYLVANIA)
TERMINATED: 01/03/2013

represented by **PHILIP W. NEWCOMER**
MONTGOMERY COUNTY
SOLICITOR'S OFFICE
ONE MONTGOMERY PLZ
STE 800
PO BOX 311
NORRISTOWN, PA 19404-0311
610-278-3033
Email: pnewcome@montcopa.org
TERMINATED: 01/03/2013

Defendant

**COURT OF COMMON PLEAS OF
MONTGOMERY COUNTY - STATE
OF PENNSYLVANIA**
TERMINATED: 09/12/2012

represented by **MARY E. BUTLER**
ADMINISTRATIVE OFFICE OF PA
COURTS
1515 MARKET ST
STE 1414
PHILADELPHIA, PA 19102
215-560-6300
Email: legaldepartment@pacourts.us
TERMINATED: 09/12/2012
LEAD ATTORNEY

Defendant

PROTHONOTARY OF

represented by **PHILIP W. NEWCOMER**

MONTGOMERY COUNTY

PENNSYLVANIA

TERMINATED: 01/03/2013

Defendant

DOES

Defendant

SUPERIOR COURT OF

PENNSYLVANIA

TERMINATED: 09/12/2012

represented by **MARY E. BUTLER**

(See above for address)

TERMINATED: 09/12/2012

LEAD ATTORNEY

ThirdParty Defendant

GMAC MORTGAGE, LLC

represented by **BAILEY AXE**

REED SMITH LLP

1650 MARKET ST

2500 ONE LIBERTY PL

PHILADELPHIA, PA 19103

215-851-8265

Email: baxe@reedsmith.com

ATTORNEY TO BE NOTICED

DIANE A. BETTINO

REED SMITH LLP

PRINCETON FORRESTAL VILLAGE

136 MAIN ST., STE 250

PRINCETON, NJ 08540

609-514-5962

Email: dbettino@reedsmith.com

ATTORNEY TO BE NOTICED

MARIA TERESA GUERIN

REED SMITH LLP

Three Logan Square

1717 Arch Street

Suite 3100

PHILADELPHIA, PA 19103

215-851-8100

Fax: 215-851-8100

Email: mguerin@reedsmith.com

ATTORNEY TO BE NOTICED

ThirdParty Defendant

MORTGAGE ELECTRONIC

REGISTRATION SYSTEMS

INCORPORATED & MERSCORP

TERMINATED: 01/03/2013

Date Filed	#	Docket Text
04/10/2012	1	COMPLAINT against All Defendants (Filing fee \$ 350 receipt number 061218.), filed by KENNETH J. TAGGART. (Attachments: # 1 Civil Cover Sheets)(tj,) (Entered: 04/13/2012)
04/10/2012		Summons Issued as to COUNTY OF MONTGOMERY, COURT OF COMMON PLEAS OF MONTGOMERY COUNTY - STATE OF PENNSYLVANIA, PROTHONOTARY OF MONTGOMERY COUNTY PENNSYLVANIA. Forwarded To: Pro Se on 4/13/12 (tj,) (Entered: 04/13/2012)
04/10/2012		DEMAND for Trial by Jury by KENNETH J. TAGGART. (tj,) (Entered: 04/13/2012)
05/08/2012	2	AMENDED CIVIL COMPLAINT against COUNTY OF MONTGOMERY, COURT OF COMMON PLEAS OF MONTGOMERY COUNTY - STATE OF PENNSYLVANIA, DOES, PROTHONOTARY OF MONTGOMERY COUNTY PENNSYLVANIA, SUPERIOR COURT OF PENNSYLVANIA, GMAC MORTGAGE, LLC, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED & MERSCORP, filed by KENNETH J. TAGGART.(tomg,) (Entered: 05/09/2012)
05/08/2012		Summons Issued as to COUNTY OF MONTGOMERY, COURT OF COMMON PLEAS OF MONTGOMERY COUNTY - STATE OF PENNSYLVANIA, PROTHONOTARY OF MONTGOMERY COUNTY PENNSYLVANIA, SUPERIOR COURT OF PENNSYLVANIA. Forwarded To: Pro Se on 5/9/2012 (tomg,) (Entered: 05/09/2012)
05/08/2012		Third Party Summons Issued as to GMAC MORTGAGE, LLC, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED & MERSCORP. Forwarded To: Pro Se on 5/9/2012 (tomg,) (Entered: 05/09/2012)
05/10/2012	3	EXHIBITS TO THE AMENDED CIVIL COMPLAINT FILED by KENNETH J. TAGGART.. (Attachments: # 1 EX. B, # 2 EX. C, # 3 EX. D, # 4 EX. E, # 5 EX. F, # 6 EX. G, # 7 EX. H, # 8 EX. I, # 9 EX. J, # 10 EX. K, # 11 EX. L, # 12 EX. M, (EX. N (FILE SIZE TO BIG)), # 13 EX. O,(EX. P (FILE SIZE TO BIG)), # 14 EX. Q, # 15 EX. R, # 16 EX S., T., U., V., W, # 17 EX. X, # 18 EX. Y., AND Z, # 19 EX. AA,(EX. BB (FILE SIZE TO BIG)),# 20) EX. CC., DD., EE, # 21 EX. FF, (EX. GG (FILED SIZE TO BIG)), # 22 EX. HH, # 23 EX. II)(tomg,) (Entered: 05/10/2012)
06/12/2012	4	NOTICE of Appearance by PHILIP W. NEWCOMER on behalf of COUNTY OF MONTGOMERY, PROTHONOTARY OF MONTGOMERY COUNTY PENNSYLVANIA with Certificate of Service(NEWCOMER, PHILIP) (Entered: 06/12/2012)
07/10/2012	5	NOTICE of Appearance by BAILEY AXE on behalf of GMAC MORTGAGE, LLC with Certificate of Service(AXE, BAILEY) (Entered: 07/10/2012)
07/10/2012	6	Disclosure Statement Form pursuant to FRCP 7.1 with Certificate of Service by GMAC MORTGAGE, LLC.(AXE, BAILEY) (Entered: 07/10/2012)
07/10/2012	7	NOTICE by GMAC MORTGAGE, LLC of <i>Bankruptcy and Effect of Automatic</i>

		Stay (AXE, BAILEY) (Entered: 07/10/2012) Pg 5 of 7
07/10/2012	8	NOTICE of Appearance by DIANE A. BETTINO on behalf of GMAC MORTGAGE, LLC with Certificate of Service(BETTINO, DIANE) (Entered: 07/10/2012)
07/10/2012	9	NOTICE of Appearance by MARIA TERESA GUERIN on behalf of GMAC MORTGAGE, LLC with Certificate of Service(GUERIN, MARIA) (Entered: 07/10/2012)
07/27/2012	10	NOTICE of Appearance by MARY E. BUTLER on behalf of COURT OF COMMON PLEAS OF MONTGOMERY COUNTY - STATE OF PENNSYLVANIA, SUPERIOR COURT OF PENNSYLVANIA with Certificate of Service(BUTLER, MARY) (Entered: 07/27/2012)
08/03/2012	11	MOTION for Extension of Time to File Response/Reply filed by COURT OF COMMON PLEAS OF MONTGOMERY COUNTY - STATE OF PENNSYLVANIA, SUPERIOR COURT OF PENNSYLVANIA, Certificate of Service. (Attachments: # 1 Text of Proposed Order)(BUTLER, MARY) Modified on 8/3/2012 (md). (Entered: 08/03/2012)
08/17/2012	12	MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM filed by COUNTY OF MONTGOMERY, PROTHONOTARY OF MONTGOMERY COUNTY PENNSYLVANIA.Proposed Order, Memorandum of Law, and Certificate of Service. (Attachments: # 1 Exhibits)(NEWCOMER, PHILIP) (Entered: 08/17/2012)
08/23/2012	13	ORDER THAT MOTION (DOC. #11) IS GRANTED. DEFTS ARE DIRECTED TO FILE A RESPONSE ON OR BEFORE 9/3/2012. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 8/22/2012. 8/23/2012 ENTERED AND COPIES MAILED TO UNREP AND PRO SE, E-MAILED.(tomg,) (Entered: 08/23/2012)
09/04/2012	14	MOTION to Dismiss <i>Plaintiff's Amended Complaint</i> filed by COURT OF COMMON PLEAS OF MONTGOMERY COUNTY - STATE OF PENNSYLVANIA, SUPERIOR COURT OF PENNSYLVANIA.Certificate of Service. (Attachments: # 1 Text of Proposed Order)(BUTLER, MARY) (Entered: 09/04/2012)
09/04/2012	15	Brief in Support of 14 MOTION to Dismiss <i>Plaintiff's Amended Complaint</i> filed by COURT OF COMMON PLEAS OF MONTGOMERY COUNTY - STATE OF PENNSYLVANIA, SUPERIOR COURT OF PENNSYLVANIA.(BUTLER, MARY) Modified on 9/5/2012 (fh) (Entered: 09/04/2012)
09/07/2012	16	MOTION for Extension of Time to answer the Motion to Dismiss filed by defts, County of Montgomery & Prothonotary of Montgomery County filed by KENNETH J. TAGGART with Certificate of Service.(tomg,) (Entered: 09/07/2012)
09/12/2012	17	ORDER THAT DEFENDANTS' MOTION TO DISMISS (DOC. NO. 14) IS GRANTED AND PLAINTIFF'S CLAIMS ARE DISMISSED WITH PREJUDICE; ETC.. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 9/12/2012. 9/12/2012 ENTERED AND COPIES E-MAILED; AND MAILED TO PRO SE AND UNREP. (ems) (Entered: 09/12/2012)

09/12/2012	18	ORDER THAT PLAINTIFF SHALL HAVE THE REQUESTED EXTENSION UNTIL 11/6/2012 TO RESPOND TO THE MOTION TO DISMISS. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 9/12/2012. 9/12/2012 ENTERED AND COPIES E-MAILED; AND MAILED TO PRO SE AND UNREP. (ems) (Entered: 09/12/2012)
11/06/2012	19	2ND MOTION FOR EXTENSION OF TIME TO ANSWER THE MOTION TO DISMISS FILED BY THE DEFTS, COUNTY MONTGOMERY & PROTHONOTARY OF MONTGOMERY COUNTY filed by KENNETH J. TAGGART with CERTIFICATE OF SERVICE.(tomg,) (Entered: 11/07/2012)
11/07/2012	20	ORDER THAT UPON CONSIDERATION OF PLAINTIFF'S MOTION FOR EXTENSION OF TIME TO FILE RESPONSE TO THE MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM, PLAINTIFF SHALL HAVE UNTIL 11/27/2012 TO FILE A RESPONSE.. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 11/7/2012.11/7/2012 ENTERED AND COPIES MAILED TO PRO SE AND UNREP, E-MAILED.(kp,) (Entered: 11/07/2012)
11/27/2012	21	MOTION to Withdraw Complaint against COUNTY MONTGOMERY & PROTHONOTARY OF MONTGOMERY COUNTY without prejudice filed by KENNETH J. TAGGART..(tomg,) (Entered: 11/28/2012)
11/29/2012	22	ORDER THAT PLAINTIFF'S MOTION TO WITHDRAW HIS COMPLAINT AGAINST THE COUNTY OF MONTGOMERY AND PROTHONOTARY OF MONTGOMERY COUNTY (DOC. #21) IS DENIED WITHOUT PREJUDICE TO REFILE IN ACCORDANCE WITH LOCAL RULE 7.1, ETC. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 11/28/2012. 11/30/2012 ENTERED AND COPIES MAILED TO PRO SE AND UNREP, E-MAILED.(tomg,) (Entered: 11/30/2012)
12/10/2012	23	RENEWED/AMENDED MOTION TO WITHDRAW COMPLAINT AGAINST COUNTY MONTGOMERY & PROTHONOTARY OF MONTGOMERY COUNTY WITHOUT PREJUDICE filed by KENNETH J. TAGGART with CERTIFICATE OF SERVICE..(tomg,) (Entered: 12/11/2012)
12/22/2012	24	RESPONSE in Opposition re 23 MOTION to Withdraw <i>Complaint Without Prejudice</i> , filed by COUNTY OF MONTGOMERY, PROTHONOTARY OF MONTGOMERY COUNTY PENNSYLVANIA. (NEWCOMER, PHILIP) (Entered: 12/22/2012)
01/03/2013	25	MEMORANDUM AND/OR OPINION. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 1/3/2013. 1/3/2013 ENTERED AND COPIES MAILED TO PRO SE AND UNREP, E-MAILED.(tomg,) (Entered: 01/03/2013)
01/03/2013	26	MEMORANDUM AND/OR OPINION ORDER THAT THIS ACTION AGAINST COUNTY DEFTS IS DISMISSED WITH PREJUDICE PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 41(a)(1) AND THE CLERK OF COURT IS DIRECTED TO ENTER THE DISMISSAL ON THE DOCKET. SIGNED BY HONORABLE J. WILLIAM DITTER, JR ON 1/3/2013. 1/3/2013 ENTERED AND COPIES MAILED TO PRO SE AND UNREP, E-MAILED. (tomg,) (Entered: 01/03/2013)
01/03/2013	27	MEMORANDUM AND/OR OPINION ORDER THAT THIS ACTION AGAINST MORTGAGE ELECTRONIC REGISTRATION SYSTEMS AND

Exhibit 32

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

Kenneth J Taggart, Pro Se
45 Heron Rd
Holland, Pa 18966

Civil Case# 2:2012 cv 01913

Plaintiff

v.

County of Montgomery (in The State of Pennsylvania)
Montgomery County Court House
2 East Airy Street
Norristown, Pennsylvania 19401

Court of Common Pleas of Montgomery County- State of Pennsylvania
Montgomery County Court House
2 East Airy Street
Norristown, Pennsylvania 19401

Prothonotary of Montgomery County Pennsylvania
Montgomery County Court House
2 East Airy Street
Norristown, Pennsylvania 19401

Superior Court of Pennsylvania
530 Walnut Street, #315
Philadelphia, Pa 19106

And Does

Defendant(s)

And

GMAC Mortgage, LLC
1100 Virginia Dr.
P.O. Box 8300
Fort Washington, Pa 19034

Third Party Defendant

And

USDC-EDPA
REC'D CLERK

2012 MAY -8 P 11:58

USDC-EDPA
REC'D CLERK

2012 MAY -8 P 11:58

Concise Statement

1. GMAC Mortgage, LLC illegally filed a foreclosure action against Plaintiff, TAGGART, and property that Plaintiff owns to cover up mortgage servicing abuses and violations. The case GMAC Mortgage, LLC illegally filed is: Case #2009-25338 in The Court of Common Pleas, Montgomery County, Pennsylvania. GMAC Mortgage, LLC did so once they realized Plaintiff, TAGGART, discovered the mortgage servicing abuse; GMAC committed violations of, among other things, "Forced Placed Insurance", mortgage escrow law violations, and breach of contract. During the foreclosure process defendants, The COURT, The COUNTY, THE PROTHONOTARY, and SUPERIOR COURT violated TAGGART's United States Constitutional Rights to Fair Trial and Due Process. The COURT, The COUNTY, THE PROTHONOTARY, and SUPERIOR COURT also violated, TAGGART's Pennsylvania's Constitutional Rights to Due Process and Fair Trial during the course of the litigation process. The litigation is still in process in The Montgomery County Court of Common Pleas.

2. GMAC, defaulted on the mortgage contract by, among other things, Breaching the Mortgage Contract by charging a higher escrow payment than the contract allowed, and illegally charging for "Forced Placed Insurance" when TAGGART WAS INSURED DURING THE ENTIRE TIME THE LOAN WAS IN PLACE.

3. *GMAC violated the mortgage contract and would not take payments pursuant to what the mortgage contract stated.* When TAGGART refused to make payments that were inflated by over \$1,200 per month by GMAC, GMAC illegally foreclosed on the property to cover for it's illegal activity.
4. GMAC also filed, with the PROTHONOTARY, their illegal foreclosure complaint with fraudulent paperwork including, among other things, affidavits that were not notarized, affidavits that were fraudulent signed by known "Robo-Signer", Jeffrey Stephan. Jeffrey Stephan has stated in at least two depositions, that he has not completely reviewed any of the affidavits that he has signed. Furthermore, the affidavits were recorded without being notarized. The COURT & COUNTY allowed the foreclosure to proceed with all of the following defects.
5. Furthermore, THE COURT, THE PROTHONOTARY & THE COUNTY has allowed foreclosures with faulty titles to proceed with foreclosure and litigation including, GMAC's foreclosure against TAGGART. The Montgomery County Recorder of Deeds, Nancy Becker, has stated that titles with a transfer from MERS are invalid..... Transfers within MERS void the title pursuant Pennsylvania Law. Yet, the COUNTY, THE PROTHONOTARY & THE COURT has allowed foreclosures to be filed and proceed with faulty MERS titles even when The Recorder of Deeds has asserted that they are fraudulent & faulty. The Recorder of Deeds has presented evidence that the transfers are null and void. Therefore, GMAC does not even have standing or ownership to the title of this mortgage in question. Despite all of this, THE COUNTY, THE PROTHONOTARY & THE COURT has allowed this foreclosure to proceed and refused to dismiss the case

9. Therefore, All Defendants are responsible for, among other things, violating TAGGART'S United States Constitutional Rights and Pennsylvania's Constitutional Rights to "Due Process" and entitlement to a "Fair Trial". For the willful violations, abuse, and damages that TAGGART has suffered he is entitled to relief under the law for claims made in this complaint.

JURISDICTION & VENUE

10. Jurisdiction and Venue is conferred as the property is located in Montgomery County and all transactions took place in Montgomery County and Bucks County, State of Pennsylvania, however there are questions regarding The United States Constitution; Therefore, jurisdiction is proper in The District Court for Eastern Pennsylvania.

11. Defendant relies on The Constitution of The United States of America, The Constitution of The Commonwealth of Pennsylvania. Venue is proper in this court as there are questions regarding the United States Constitution as it applies to State & Local Governments.

PRELIMINARY ALLEGATIONS

12. At all times relevant herein, Defendant, Kenneth J Taggart, is the owner of a residential property whose address is : 521 Cowpath Rd, Telford, Pa 18969

13. At times relevant herein, defendant(s) are informed and believe that the Defendant's, GMAC Mortgage, LLC, MERSCORP, and Mortgage Electronic Registration Systems, Inc. are either a Limited Liability Company, Corporation or Limited Liability Partnership doing business in Montgomery County, State of Pennsylvania. Montgomery County, Montgomery County Prothonotary, The Court of Common Pleas of Montgomery County, Pennsylvania and Superior Court of Pennsylvania, are all State and local government entities.

14. At all times relevant herein, Plaintiff is informed and believes and thereon alleges that the true names, and identities and capacities, whether government entities, individual corporation, association, partnership or otherwise are at this time unknown to Plaintiff who therefore sues said Defendant(s) by such fictitious names and will so amend complaint to show the true names and capacities of such Doe Defendant(s) when the same are ascertained.

15. At all times relevant herein, Defendants(s) are sued and were acting as principal employer, and or agent, servant and employee of the said principal(s) or employee(s), and all of the acts performed by them, or their agents, servants And employees, were performed with the knowledge and under the control of Said principal(s) or employer(s) and all such acts performed by such agents, servants and/or employers, were performed within the course and scope of their authority.

STATEMENT OF FACTS

16. Plaintiff refinanced a property he owned at 521 Cowpath Rd, Telford, Pa 18969, in July 2008 with LBA Financial and/or The Mortgage Electronic Registration Systems. (It appears that LBA Financial nominated Mortgage Electronic Registration Systems to be mortgage & note holder). The loan was later allegedly sold to GMAC and is now allegedly "Serviced" by GMAC. The mortgage loan has been allegedly serviced by GMAC at all times relevant in this claim.

a) GMAC & MERS claim to have or had ownership of a mortgage on the subject property at: 521 Cowpath Rd, Telford, Pa 18969 (in Franconia Township Montgomery County). **The only mortgage or alleged mortgage owned on the subject property, is a mortgage that is on a property in Bucks County, Pennsylvania. (See Exhibit "E") (Emphasis Added)**

b) GMAC has also submitted to the court a fraudulent and altered notarized mortgage with a notary date that was changed. (from the original mortgage) **(See Exhibit "E") (Emphasis Added) – notarized on 2 different dates!!!!??**

17. GMAC, among other things, defaulted on the loan agreement, breached the contract in January 2009, and committed tortuous actions that caused harm to plaintiff; GMAC charged plaintiff a higher than allowed escrow amount on each monthly payment from January 2009 until present, placed "Forced Placed Insurance" on the property when plaintiff had insurance since January 2009(then charged plaintiff for alleged Forced Placed Insurance); Then, subsequently

8

declared plaintiff in default for not paying a higher than allowed escrow amount, or paying for "Forced Placed Insurance Premium". GMAC refused to take or accept the payment that the contract stated TAGGART was supposed to make to them for the mortgage loan. TAGGART refused to pay "Forced Placed Insurance" as he maintained insurance at all times. TAGGART attempted to pay the mortgage pursuant the mortgage contract, however GMAC refused to take payments.

18. GMAC then, in August 2009, wrongfully filed a complaint for a foreclosure action on the mortgage for the property located at 521 Cowpath Rd; Telford, Pa. 18966, Montgomery County (Franconia Township) , Pennsylvania; GMAC erroneously cited an alleged default on the part of Plaintiff to cover up for their devious actions that included several servicing violations and abuses.

GMAC only has provided a mortgage that exists in Bucks County, but has provided no proof of any mortgage that exists in Montgomery County.
(See Exhibit "E" - Emphasis Added)

GMAC proceeded with foreclosure with fraudulent documents and knowledge of their attorneys. The attorneys representing GMAC proceeded with the foreclosure even though they knew and of fraudulent paperwork & affidavits by Jeffrey Stephan and flawed procedures. GMAC and their attorneys continue to proceed with this case based on Fraud. THE COURT, THE COUNTY & PROTHONOTARY, continue to proceed with this case based on known FRAUD.

(See Exhibits - A,B,C,D,F,I,N,O,P,Q,R,S,TU,V,W,X,Y,Z,AA,BB,CC, DD,EE,FF,GG,HH,II)

19. All Defendants have violated Plaintiff's United States Constitutional Rights and The Pennsylvania State Constitutional Rights to a "Fair Trial" (14th Amendments of The U.S. Constitution).

20. All Defendants have violated Plaintiff's United States Constitutional rights and The Pennsylvania State Constitutional Rights by taking "Property" away from plaintiff without "Due Process". All defendants violated TAGGART'S rights by denying "Due Process" or "Fair Trial" (14th Amendments of The U.S. Constitution).

FIRST CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF against THE COUNTY, THE COURT, THE PROTHONOTARY, & SUPERIOR COURT for lack of "Due Process" & "Right to Fair Trial" and allege as follows:

21. Plaintiff repeats and re pleads paragraphs 1 through 20 and incorporates the allegations by reference as though fully set-forth herein.

22. All Defendants violated "The Constitution of The United States of America As they have attempted to take "Property" from Plaintiff without any "Due Process" or "Fair Trial"; A violation of The 14th Amendment of The United

States Constitution. TAGGART's by attempting to take TAGGART's property , including real estate & rental income, away from him without any "Due Process or "Fair Trial"" by the actions all defendants. All Defendants have violated Pennsylvania Civil right laws as well:

23. All Defendants have violated TAGGART'S Rights by:

(To Due Process & Fair Trial)

a) THE COURT has granted defendants Motions to Compel when it did not follow court rules, yet dismissed TAGGART's motion's when he did not follow court rules.

b) THE COURT refused to dismiss the case when it was clear the case was admittedly based on Fraud. The court did not even grant a hearing or oral argument as requested, but grants a hearing by GMAC to appoint a receiver to take TAGGART's rents (property). Again, showing clear bias.....there is clear evidence of fraud and even admitted by GMAC, but has shown no evidence that TAGGART was the party who defaulted. Furthermore, GMAC did not even respond to the motion for "Fraud Upon the Court" which is admitted guilt pursuant court rules.

c) THE COURT, via order from Judge Tilson, ordered a court proceeding on January 31, 2012 not to be recorded by telling Mary Lou Hoelscher, court reporter for Judge Tilson, not to record the hearing, when she was in fact present and being paid by the court anyway. Thus, hiding any records

for transparency and accountability. TAGGART was led to believe the proceeding was being recorded and never told it was not being recorded. A clear deception on the part of the COURT and a clear demonstration to hide transparency and prevent a fair trial and justice. See records of Mary Lou Hoelsher, court reporter, or lack thereof as proof of abuse and deception.

d) The COURT via Judge Tilson has shown bias who further made comments at the January 31, 2012 quoting that "It is embarrassing for the county to take over 2 years to get a foreclosure done"; Ironically, there is a current counterclaim which clearly documents that it is in fact an illegal foreclosure based on fraudulent affidavits. Judge Tilson acted as if there was no counterclaim and that TAGGART was the guilty party in this case A let's just get this case done attitude as it is already a foregone conclusion that TAGGART is a deadbeat and guilty Pro Se litigant wasting his time. *TILSON DID NOT POINT OUT THE FACT THAT TAGGART HAS SUFFERED OVER 2 YEARS DEFENDING A FALSE, ILLEGAL AND FRAUDULANT FORECLOSURE.*

e) THE COURT refused to grant injunction, stating no injunctive relief was available in a foreclosure action. THE SUPERIOR COURT also refused to grant appeal stating that injunctive relief order is not appealable... erroneous! An Appeal to SUPERIOR COURT, EDA 1105, 2010 which was an appeal associated with the denial of an injunction that was denied by Judge Moore in THE COURT. SUPERIOR COURT in a corrupt and erroneous order denying appeal stated that an injunction was not appealable, despite The Pa Rules of Appellate Procedure allowing for such appeal and cited by TAGGART during the

appeal. (See Exhibits regarding EDA 1105 2010)

f) THE SUPERIOR COURT also failed to grant appeal based on a court filing error by THE COURT violating TAGGART's Rights. SUPERIOR COURT denied the appeal as untimely when the COURT filed the wrong appeal. TAGGART was clearly denied right of appeal (to an appealable interlocutory matter). (See Exhibits EDA 1104 2010)

g) THE SUPERIOR COURT also failed to grant appeal, EDA 859 2012, that was an appealable interlocutory matter, which pertained to Receivership. This was clearly appealable under The Pa Rules of Appellate Procedure that allow for such appeal. (See Exhibits EDA 859 2012)

h) THE COURT via Judge Tilson would not grant TAGGART sufficient time to complete discovery, even though plaintiff, GMAC & Eagle Nationwide Mortgage Company, third party defendant had been delaying interrogatories that prevented TAGGART from completing discovery. TAGGART requested at least 150 days from date of meeting, but accepted request of the opposing counsel of 90 days. Judge Tilson also kept such court action off the record for transparency to hide bias and deny TAGGART his constitutional rights. (Exhibit "M")

i) The PROTHONOTARY & HE COUNTY & THE COURT allowed false affidavits to be filed and recorded. The Court also failed to dismiss TAGGART's case despite being notified of these defects.

j) The PROTHONOTARY & THE COUNTY & THE COURT allowed affidavits to be filed and recorded that were not notarized. The Court also failed to dismiss TAGGART's case despite being notified of these defects.

(See Exhibit "F")

k) The PROTHONOTARY & THE COUNTY & THE COURT permitted the filing of foreclosure cases where there was a clear question of title or ownership of the mortgage or knowingly did not have ownership of mortgage. The Court also failed to dismiss TAGGART's case despite being notified of these defects.

The president of "MERS" has admitted that they own nothing; this makes the title flawed and void. A Federal Bankruptcy Judge has ruled that titles with MERS involved have no standing to foreclose. (See Exhibit "N")

l) The PROTHONOTARY & THE COUNTY & THE COURT permitted the filing of foreclosure cases where there **was "No Wet Ink Note"** of the mortgage or knowingly did not have ownership of mortgage. The Court also failed to dismiss TAGGART's case despite being notified of these defects.

m) The Montgomery County Recorder of Deeds has stated that ant Title or Ownership of mortgage recorded with "MERS" or after "MERS" is null and void. **The county's own Department, Recorder of Deeds has stated that there is no ownership to this loan by GMAC, therefore no standing to foreclose!** Yet, The PROTHONOTARY & THE COUNTY & THE COURT has

allowed GMAC's illegal foreclosure to proceed. (See Exhibit "c")

The president of "MERS" has admitted that they own nothing; this makes the title flawed and void. A Federal Bankruptcy Judge has ruled that titles with MERS involved have no standing to foreclose. (See Exhibit "N")

n) The PROTHONOTARY & THE COUNTY & THE COURT the case despite overwhelming evidence of Fraud, and even refused "A Hearing" on the Fraud Issue. **The court has refused to dismiss TAGGART's case despite the admission by GMAC of Fraud** on its foreclosure process, Jeffrey Stephan, as well as other procedural flaws. This is not withstanding the other flaws to title regarding MERS. Known "robo-signer" employee, Jeffrey Stephan, of GMAC has admitted that he never fully reviewed verification documents or assignments prior to signing. Jeffrey Stephan allegedly signed TAGGART's affidavit and alleged to verify the accuracy of numbers and legal documents submitted, yet GMAC cannot explain, among other things, the difference in escrow changes, no policy furnished to TAGGART for alleged Insurance, and no permission granted by TAGGART to obtain insurance that is still charged by GMAC. (See Exhibits – Depositions from Jeffrey Stephan of GMAC from Florida & Maine in foreclosure proceedings admitting he never verified information he claimed to ... he just signed the affidavits.)

(See Exhibits – A,B,C,D,F,I,N,O,P,Q,R,S,TU,V,W,X,Y,Z,AA,BB,CC, DD,EE,FF,GG,HH,II)

o) THE COUNTY & THE COURT has refused to grant a hearing regarding a "Review of the Loan" regarding the admitted flawed foreclosure practices of GMAC. GMAC consented to the federal government that they used false affidavits and promised to correct those problems. The government just fined GMAC and they consented to a fine for failure to correct those problems. **The COURT refused to dismiss the case or grant a hearing despite the admission by GMAC that, among other things, they failed to follow government procedures, had internal flawed procedures to foreclose, used robo-signed foreclosure documents, and filed foreclosures with knowingly fraudulent documents. (See Exhibit "R") HUD just identified faulty foreclosure proceedings with false documents at GMA. (See Exhibit "U")**

24. All of the pleadings have violated TAGGART's rights to Fair Trial and due Process both individually and collectively

25. All Defendants have shown Bias toward TAGGART, Unethical Behavior, AND VIOLATED HIS CIVIL RIGHTS

The court has shown bias in several ways, including not granting simple extensions, while granting motions when not following the court rules, and ignoring overwhelming evidence, including Fraud.

26. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiffs rights. Conduct by the Defendant (s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant(s) in

an amount according to proof. Plaintiff is also entitled to "General Damages" as a result of all of the Defendants actions

27. Plaintiff informed and believes that as a further result of all of the Defendant's conduct, Plaintiff has suffered economic damages in the amount to be proven at trial. Plaintiff is entitled to "General Damages" as a result of all Defendants actions

28. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentations and actions by all of the Defendants, he is also entitled to "General Damages" as well as "Punitive Damages" The Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

29. The court has failed to cite any Pro Se case law and has shown bias against Pro Se litigant, TAGGART, in the false and illegal foreclosure case filed against him.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

ALL FOR WHICH PLAINTIFF PRAY AS FOLLOWS

On all Claims for Relief FROM ALL PARTIES:

1. **Compensatory Damages in an amount of \$5,000,000.**
2. **General Damages in the amount of \$15,000,000.**

3. **Punitive Damages in the amount of \$15,000,000.**
4. **Statutory Damages in the amount of \$15,000,000.**
5. **Special Damages in the amount of \$15,000,000.**
6. **Treble Damages in the amount of \$15,000,000.**
7. **Dismissal of foreclosure complaint – GMAC v. Taggart**
(Case in common Pleas court, Montgomery county, Pennsylvania, 2009-25338)
8. **Cost of suit;**
9. **Attorney's fees; and,**
10. **Such other relief as the court deems just and proper**
11. **"Declaratory Judgment" whether TAGGART received "Due Process" & "A Fair Trial" (under The United States Constitution & Pennsylvania State Constitution) in GMAC v Taggart (Case in common Pleas court, Montgomery county, Pennsylvania, 2009-25338)**
12. **"Declaratory Judgment" whether Montgomery County & Montgomery County Court of Common Pleas has a right to allow foreclosures to be filed With MERS in chain of title or clouds on title.**
13. **"Declaratory Judgment" whether Montgomery County & Montgomery County Court of Common Pleas has a right to allow foreclosures to be filed With knowing false affidavits.**
14. **"Declaratory Judgment" whether Montgomery County & Montgomery County Court of Common Pleas has a right to allow foreclosures to be filed With knowing false affidavits from Jeffrey Stephan of GMAC Mortgage, LLC.**
15. **"Declaratory Judgment" against Montgomery County & Montgomery County Court of Common Pleas to insure ownership of mortgage.- Montgomery County & Montgomery must require proof of ownership in mortgage by owner providing all transfers to the court & recorder of deeds since last recording of such mortgage and all mortgages shall have to be recorded to be valid.**

16. Declaratory Judgment – “Does MERS in chain of Title of Mortgage void Title or ownership to mortgage”?

May 7, 2012

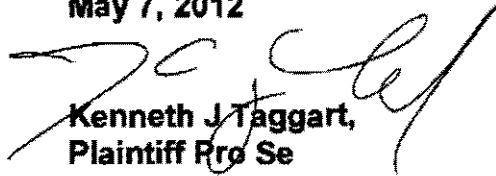

**Kenneth J Taggart,
Plaintiff Pro Se**

Exhibit 33

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KENNETH J. TAGGART	:	CIVIL ACTION
Plaintiff	:	
v.	:	
	:	
COUNTY OF MONTGOMERY, et al.	:	NO. 12-CV-1913
Defendants	:	

ORDER

AND NOW, this 3rd day of January, 2013, upon consideration of plaintiff's
"Renewed/Amended Motion to Withdraw Complaint without Prejudice" (Dkt. 23) and the
response filed by the County of Montgomery and Prothonotary of Montgomery County (Dkt.
24), I HEREBY NOTE that this action against the County Defendants is DISMISSED
WITHOUT PREJUDICE pursuant to Federal Rule of Civil Procedure 41(a)(1) and the Clerk of
Court is directed to enter the dismissal on the docket.

BY THE COURT:

/s/ J. William Ditter, Jr.
J. WILLIAM DITTER, JR., J.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KENNETH J. TAGGART . : CIVIL ACTION
 :
 v. :
 :
 :
 COUNTY OF MONTGOMERY, et al. : NO. 12-1913

ORDER

AND NOW, this 12th day of September, 2012, upon consideration of the motion to dismiss filed by defendants Court of Common Pleas of Montgomery County and the Superior Court of Pennsylvania (“Judicial Defendants”) (Dkt. 14), it is HEREBY ORDERED that defendants’ motion is GRANTED and plaintiff’s claims are DISMISSED WITH PREJUDICE.

In connection with this order, I make the following findings:

1. Plaintiff, Kenneth J. Taggart, alleged that the Court of Common Pleas of Montgomery County and the Superior Court of Pennsylvania “violated [his] United States Constitutional Rights to Fair Trial and Due Process.” Plaintiff’s claims are based on the foreclosure of a property he owned in Montgomery county that is the subject of a number of other complaints he has filed in this district. *See Taggart v. GMAC Mortgage, LLC* (No. 12-415); *Taggart v. Franconia Township*. (No. 10-2725).

2. Plaintiff alleges that the Judicial Defendants showed a clear bias, that they “have not followed all rules, and have erroneously denied Taggart motion and appeals based on knowingly misleading opinions.” Am. Compl. ¶ 7; *see also* ¶23. He further alleges that the Court of Common Pleas was wrong to refuse an injunction and that the Superior Court erred in denying his appeal.

3. The Judicial Defendants moved to dismiss the claims against them based on sovereign immunity and alternatively assert that because they are a state entity and not a person they cannot be liable under § 1983.

4. The Eleventh Amendment bars a state citizen from pursuing claims against unconsenting states and state agencies in federal court. *Chilcott v. Erie County Domestic Relations*, 283 Fed. Appx. 8, 10 (3d Cir. 2008). Eleventh Amendment immunity applies to claims brought pursuant to 42 U.S.C. § 1983. *Id.* The Judicial Defendants are part of the Commonwealth’s unified judicial system and are thus entitled to Eleventh Amendment Immunity. *See e.g., Benn v. First Judicial District*, 426 F.3d 233 (3d Cir. 2005) (finding the Judicial District was entitled to Eleventh Amendment immunity). Pennsylvania has not waived its sovereign immunity (42 Pa. C.S. § 8521) and it has not consented to suit. The Judicial Defendants are therefore immune and must be dismissed.

5. Even if the Eleventh Amendment did not bar plaintiff's claims against the Judicial Defendants, plaintiff's claim fails because he cannot sue state entities under § 1983. *See Callahan v. City of Philadelphia*, 207 F. 3d 668, 672 (3d Cir. 2000) (finding state government entities, such as the courts and agencies of the unified judicial system, do not constitute "persons" under 42 U.S.C. § 1983).

BY THE COURT:

/s/ J. William Ditter, Jr.
J. WILLIAM DITTER, JR., J.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KENNETH J. TAGGART	:	CIVIL ACTION
Plaintiff	:	
v.	:	
	:	
COUNTY OF MONTGOMERY, et al.	:	NO. 12-CV-1913
Defendants	:	

ORDER

AND NOW, this 3rd day of January, 2013, IT IS HEREBY ORDERED that this action against Mortgage Electronic Registration Systems Incorporated & MERSCORP ("MERS") is DISMISSED WITHOUT PREJUDICE for plaintiff's failure to make service in accordance with Rule 4(m) of the Federal Rules of Civil Procedure.¹

If, within 10 days of this order, plaintiff files a certificate of service as to defendant MERS, this dismissal will be vacated.

BY THE COURT:

/s/ J. William Ditter, Jr.
J. WILLIAM DITTER, JR., J.

¹ Plaintiff has failed to provide this court with proof of service and MERS has not filed any responsive pleadings in this matter. Absent proof of service and because more than 120 days have passed since plaintiff filed his amended complaint, I am dismissing the action against MERS without prejudice.

Exhibit 34

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Civil Case# 12 – cv 12020

Residential Capital, LLC, et al
Debtor(s)

ADVERSARY COMPLAINT - Jury Trial Demanded

8

~~Doc 1784-1 (a) (Defendants who may now have had interest in the
mortgage loan in question that may be discovered later)~~

Notice to:
U.S. Trustee -United States Trustee
33 Whitehall Street
21st Floor
New York, NY 10004
(212) 510-0500

Notice to:
Claims and Noticing Agent
Kurtzman Carson Consultants
2335 Alaska Ave
El Segundo, CA 90245

Notice to:
U.S. Attorney General for The United States of America/ Preet Bharara
United States Attorney's Office
86 Chambers Street / 3rd Floor
New York City, NY 10007

Plaintiff
Claim(s) made by Kenneth Taggart, and others similarly situated

& Doe Plaintiff(s) under "The Federal False Claims Act"
("Doe Plaintiffs" to be named when determination is made as to the Fraudulent Documents & False Claims discovered under the Federal False Claims Act.)

VS.



Claims Made against Debtors and other Defendants listed below

GMAC Mortgage, LLC
1100 Virginia Drive
Fort Washington, Pa 19034

Jeffrey Stephen – a/k/a Jeffrey Stephan
1100 Virginia Drive
Fort Washington, Pa 19034
And/Or

42 Lenape Dr.
Sellersville, Pa. 18960

Balboa Insurance Services Inc. & Balboa Insurance Group
349 Michelson Dr., suite #300
Irvine, Ca. 92612-8885

Mortgage Electronic Registration Systems Incorporated a/k/a MERS &
MERSCorp
1818 Library St
Reston, Va. 20190

Michelle Bradford, Esquire; Michelle Bradford, Assistant Secretary and Vice President
of Mortgage Electronic Registration Systems, Inc.
1617 JFK Blvd, Suite #1400
One Penn Center Plaza
Philadelphia, Pa 19103

The Law firm of Phelan, Hallinan & Schmieg, LLP
1617 JFK Blvd, Suite #1400
One Penn Center Plaza
Philadelphia, Pa 19103

Jamie McGuinnis, Esquire
1617 JFK Blvd, Suite #1400
One Penn Center Plaza
Philadelphia, Pa 19103

Daniel G. Schmieg, Esquire
1617 JFK Blvd, Suite #1400
One Penn Center
Philadelphia, Pa 19103

Jennie Davey, Esquire
1617 JFK Blvd, Suite #1400
One Penn Center
Philadelphia, Pa 19103

Francis Hallinan, Esquire
1617 JFK Blvd, Suite #1400
One Penn Center
Philadelphia, Pa 19103

Lawrence Phelan, Esquire
1617 JFK Blvd, Suite #1400
One Penn Center
Philadelphia, Pa 19103

Angela McFadden, Notary Public
1617 JFK Blvd, Suite #1400
One Penn Center
Philadelphia, Pa 19103

JAM Transfers, Inc.
108 S. Cedar Hollow Rd
Paoli, Pa 19301

Reed Smith , LLP
2500 One Liberty Place
1650 Market St
Philadelphia, Pa 19103

Maria T Guerin, Esquire
2500 One Liberty Place
1650 Market St
Philadelphia, Pa 19103

Diane Bettino, Esquire
2500 One Liberty Place
1650 Market St
Philadelphia, Pa 19103

Trey Jordan , Esquire
1100 Virginia Drive
Fort Washington, Pa 19034

Carol Benello, Paralegal
1100 Virginia Drive
Fort Washington, Pa 19034

The Law Firm of: Fleischer, Fleischer & Suglia
Plaza 1000 at Main St
Suite #208
Voorhees, New Jersey, 08043

Brian Fleisher, Esquire
Plaza 1000 at Main St
Suite #208
Voorhees, New Jersey, 08043

Nicola Suglia, Esquire
Plaza 1000 at Main St
Suite #208
Voorhees, New Jersey, 08043

Ahmed Soliman, Esquire
Plaza 1000 at Main St
Suite #208
Voorhees, New Jersey, 08043

Allison Domowich, Esquire
Plaza 1000 at Main St
Suite #208
Voorhees, New Jersey, 08043

and Does

Defendant(s),

ADVERSARY COMPLAINT against Debtors & Others

Short & Plain Statement

1. GMAC Mortgage, LLC, serviced a loan in which it committed, *inter alia*, fraud with deceptive business practices to deceive plaintiff regarding his mortgage loan they serviced and later claimed to own. GMAC Mortgage, LLC along with Balboa Insurance conspired to intentionally duplicate Hazard Insurance on Home Owners, including plaintiff to unduly enrich themselves and defraud consumers. GMAC Mortgage, LLC conspired to raise escrow payments to defraud consumers and/or "Force Foreclosures" to increase profits and unduly enrich themselves. GMAC Mortgage, LLC, conspired with legal counsel to cover up these actions by filing foreclosures with fraudulent affidavits and assignments of mortgages in order to proceed with foreclosure complaints. GMAC Mortgage LLC also conspired with Mortgage Electronic Registration Systems Inc. to cause confusion as to who was the true owner of the mortgage and deceive borrowers, including plaintiff, and the county. GMAC Mortgage LLC later alleged the Mortgage was assigned to them, but it has questionable ownership for several reasons as stated in this complaint. Plaintiff is entitled to relief for the illegal foreclosure and other actions perpetrated by GMAC Mortgage LLC as well as other conspirators and defendants for their intentional despicable actions. Plaintiff seeks immediate injunctive relief in order to stop these despicable actions which are fraudulent and in violation to several government regulator consent agreements, rules and laws. Plaintiff seeks relief for other similarly situated as it is apparent that the defiance of GMAC Mortgage LLC is apparently widespread throughout the country. While GMAC Mortgage LLC asserts that they are cleaning up their act and have several agreements to correct their illegal behavior, they apparently proceed with the business as usual attitude; It is apparent that even despite notifying them of specific illegal activity, GMAC clearly ignores it with no fear of government repercussion or threat of the rule of law.

Emergency Injunctive Relief

(Oral Argument Requested)

2. Plaintiff seeks immediate Emergency Injunctive Relief in this complaint as the one of the defendants, GMAC Mortgage, LLC, is in the process of foreclosing on a property with, *inter alia*, admittedly fraudulent affidavits as well as fraudulent assignments of mortgage. GMAC Mortgage, LLC has proceeded with a case against plaintiff in The Court of Common Pleas in Montgomery County Pennsylvania, case #2009-25338) GMAC Mortgage, LLC has also pursued other Foreclosure cases in Montgomery County Pennsylvania, and other counties, with similar fraudulent documents. Furthermore, GMAC Mortgage, LLC has willfully defied several Consent Orders signed by them with the "Board of Governors of The Federal Reserve", The Federal Deposit Insurance Corporation (FDIC), Warnings from The Federal Housing Administration, and A Settlement Agreement with 49 State Attorneys Generals. Plaintiff is prepared to produce other cases still being pursued with knowingly fraudulent documents. "Immediate and Emergency Injunctive Relief" is sought as GMAC Mortgage, LLC continues to willfully ignore all of these Warnings and Agreements, with Federal Regulatory agencies, and pursue foreclosures with admittedly fraudulent documents. Immediate Injunctive Relief is needed to prevent GMAC Mortgage, LLC from taking property based on fraud, and "Fraud Upon The Court". Failure to Issue an "Injunctive Order" may, or would result in the irreversible loss of property based on willful, deceptive practices, fraud, malice, and "Fraud Upon The Court". ***Injunctive Relief is needed to stop the apparent widespread abusive and illegal behavior of GMAC Mortgage, LLC.*** Therefore, plaintiff seeks immediate relief in the form of the court granting an "Order Upon GMAC Mortgage, LLC" in which The Court *orders GMAC Mortgage, LLC* to immediately withdraw the foreclosure complaint against

plaintiff and the property at 521 Cowpath Rd, Telford, Pa 18969, in Montgomery County Pennsylvania. *The Order shall also include all other parties "Similarly Situated" with fraudulent documents, or know fraudulent documents that are still being pursued for foreclosure. Known Fraudulent documents include, but are not limited to, Affidavits and Mortgage Assignments signed by Jeffrey Stephan, Assignments of Mortgage signed by Michelle Bradford who is admittedly a Vice President of Mortgage Electronic Registration Systems, Inc. and admittedly an attorney with the "Foreclosure Mill" of Phelan, Hallinan, & Schmieg.*

Parties to Adversary Complaint

3. This Adversary complaint is made by Creditor, Kenneth Taggart, Pro Se, who files this complaint and asserts claims in good faith with the belief that it is in compliance with all rules, laws, and orders of The United States Bankruptcy Court. Plaintiff, Taggart also asserts claims on behalf of all parties similarly situated, as well as any "Doe Plaintiff's" that may be discovered during the process of this litigation. Should any assertions, claims, rules, or procedures not be in compliance in any way, Taggart requests "Leave To Amend the Complaint". This complaint is filed in good faith by Taggart against Debtors who have "a checkered history of fraud"; GMAC Mortgage, LLC not only has a history of fraud in the Taggart case, but with thousands of other borrowers who have complained of fraud perpetrated by GMAC Mortgage, LLC.

GMAC Mortgage, LLC continues to knowingly foreclose with fraudulent Documents

4. GMAC Mortgage, LLC continues to pursue a foreclosure complaint with *knowingly* "Fraudulent Affidavits" as well as "Fraudulent Mortgage Assignments" in the Taggart foreclosure filed in The Court of Common Pleas, Montgomery County, Pennsylvania. In a cursory search of documents (in September 2012) in the Montgomery County Court House of Pennsylvania, GMAC Mortgage, LLC has continued to foreclose with fraudulent affidavits and assignments even after it agreed to stop doing so in a consent order with The Federal Reserve & FDIC on April 13, 2011. It also continues to violate other government consent orders to this day in complete defiance of the law and government.

History

5. Some of the claims asserted were originally made by Taggart in a complaint filed in Federal Court, E.D.PA 12-CV-4077 filed in July 2012. The complaint was voluntarily withdrawn by "Plaintiff Taggart" at the request of GMAC Mortgage, LLC who asserted that it was in violation of the Bankruptcy Stay under GMAC's bankruptcy protection. Although there was no ruling by any court that it was in violation in any way, Taggart was the party who voluntarily withdrew the complaint as opposed to seeking leave to continue with the complaint. *This complaint was in no way filed with malice or with the intention to violate any law, order, or rule of the bankruptcy court. The claims that were withdrawn against GMAC Mortgage, LLC are now asserted as part of this "Adversary Complaint"*. This "Adversary Complaint" also asserts claims for "Doe Plaintiff's" under "The Federal False Claims Act" for fraudulent claims made by Debtors to the United States

Government. Debtors have made "False Claims" to The Department of Housing and Urban Development & Federal Housing Administration for the loan held by Kenneth Taggart on the property located at: 521 Cowpath Rd, Telford, Pa. 18969.

GMAC Mortgage , LLC filed "False Claims" with the Government

6. Debtors have filed a Claim with The Department of Housing and Urban Development & Federal Housing Administration for "Alleged Default" on the loan, when in fact the committed fraud by , *inter alia*, putting "Forced Placed Insurance" on the Taggart loan when they knew there was insurance in property, raising escrow amount required by borrower in violation of state and federal laws; Then causing a "Forced Foreclosure" Or "engineered Foreclosure" by raising payments too high and foreclosing upon Taggart's property owned at: 521 Cowpath Rd, Telford, Pa 18969 (Montgomery County). It is apparent that debtors have made "False Claims" on other properties/loans for the same or similar reasons they have done so on Taggart and his property. In a cursory search of The Montgomery County Court House, Debtors have filed foreclosures with "Fraudulent Robo Signed Affidavits", and "Fraudulent Mortgage Assignments"; That is not withstanding the many assertions of claims by borrowers of "Forced or Engineered Foreclosures" by use of "Forced Placed Insurance", and raising escrow payments illegally.

Concise Summary

7. A cash strapped GMAC Mortgage, LLC engaged in, *inter alia*, Fraud, Deceit, Racketeering, and Unfair trade Practices, during the financial Crisis of 2008 – 2010 by charging borrowers, including plaintiff, "Forced Mortgage Insurance" when they in fact knew they already had "Hazard Insurance" already in place. They charged Duplicate coverage for "Forced Placed Insurance to raise cash, cheated consumers, and unduly enriched themselves. GMAC Mortgage LLC conspired and engaged in Racketeering with Balboa Insurance Services Inc. to *Deceive* and *Defraud* consumers by charging unneeded duplicate coverage when they know the consumers already had insurance; They both did this to unduly enrich themselves. This is an old trick of GMAC Mortgage LLC as they did this same thing back in the early 1990's and got caught then as well.

8. GMAC Mortgage, LLC also knowingly raised escrow amount required by borrowers, including plaintiff, to increase likelihood of default and/or pocket the extra monies received unduly enriching themselves. Audits show as much as 50% of escrow accounts are double charged by mortgage servicers to unduly enrich themselves.

9. GMAC Mortgage, LLC is allegedly a professional business engaged in mortgage servicing, yet it created misleading documents including escrow analysis(s) and alleged "a need for of additional insurance": These actions forced or increased the likelihood of foreclosure as GMAC Mortgage, LLC needed cash; GMAC Mortgage, LLC makes

thousands more on a mortgage loan by foreclosing instead of just collecting regular payments and servicing a performing loan. More foreclosures means or meant more needed cash for a "Cash Strapped GMAC Mortgage, LLC". Therefore, **GMAC Mortgage, LLC created "Forced Foreclosures"** when it increased escrow payments and put unnecessary duplicate insurance on borrowers, including plaintiff.

10. In order to cover for the **"Forced Foreclosures"** by GMAC Mortgage, LLC, it provided Robo-Signed documents to cover up fraud, and proceeded with foreclosures in state courts. GMAC Mortgage, LLC. knowingly had employees who admittedly signing to as much 10,000 sworn affidavits a month; Employees indicated that they verified all of the information in a foreclosure when in fact they never verified all of the information in any foreclosure case. "Jeffrey Stephan", the most infamous Robo-Signer in the country in fact signed plaintiff's Foreclosure "Verification Affidavit". Even though counsel representing GMAC Mortgage, LLC was notified of the admittedly fraudulent affidavit, they all refused to withdraw the complaint in foreclosure regarding said property. Even worse, Brian Fleischer, Esquire, was the first attorneys that became aware of the "Robo-Signing" by "Jeffrey Stephan" via a deposition from June 7, 2010 where he admitted they were fraud as he never verified everything in the complaint or what he alleged in the affidavit. Counsel has an obligation to the plaintiff and to the court to not knowingly produce fraudulent documents. The knowingly fraudulent affidavits represent "Fraud Upon the Court" as members of the court knowingly proceeded with the knowledge they were fraud.

11. In addition to producing fraudulent affidavits and documents, GMAC Mortgage, conspired to commit fraud, deceive plaintiff , and engaged in racketeering with foreclosure mills and legal counsel, including The Phelan Law Firm, The Fleischer Law Firm and The Law Firm of Reed Smith, to pursue foreclosures based on knowingly false documents and information.

12. The Phelan Law firm has a full time employee assigned as a notary to produce knowingly fraudulent mortgage assignments; Angela McFadden, of the Phelan Firm, routinely produces fraudulent documents, including fraudulent mortgage assignments from Mortgage Electronic Registration Systems, Inc. to mortgage companies in which one attorney from the firm represents "The Mortgage Company Foreclosing" and the other represents Mortgage Electronic Registration Systems, Inc. a clear conflict and practice that voids documents due to conflict of interest.

13. GMAC Mortgage, LLC participates in a partnership with Mortgage Electronic Registration Systems, Inc. a/k/a "MERS". MERS is a recording system set up by many banks, including GMAC Mortgage, LLC, to avoid recording fees and use a "Quasi Recording system that is in violation with Pennsylvania State Laws and laws in other states. The original mortgage Note and Mortgage was assigned to MERS at closing. It was later assigned to GMAC Mortgage, LLC from MERS. MERS transfers mortgages within its system, violating state recording laws and breaking the chain of title to the mortgage and note of plaintiffs title. As a matter of law, once the chain of

title to ownership is broken, the party cannot prove ownership of the mortgage and note. A note and Mortgage without clear chain of title is void. GMAC Mortgage, LLC has never shown clear transfers of mortgage & note since its origination on July 11, 2008, including those transfers that occurred within MERS.

14. GMAC Mortgage ,LLC has never produced ownership including "Wet Ink Note" or "Wet Ink Mortgage". Despite requesting a "Wet Ink Note" or "Wet Ink Mortgage" that is required to foreclose, GMAC Mortgage, LLC has never produced these documents; These documents were requested many times, including a request to "Stephan Maxwell", corporate representative from GMAC Mortgage, LLC on March 7, 2012 as noted in the transcript from his deposition.

15. In a Word, GMAC Mortgage, LLC, along with Balboa Insurance, JAM Transfers, Mortgage Electronic Registration Systems, Inc., and counsel, have engaged in, *inter alia*, fraud, deceit, racketeering, unfair trade practices, and other willful and unlawful acts to deceive and defraud plaintiff of property and civil rights.

JURISDICTION & VENUE

16. Jurisdiction and Venue is conferred as the property is located in Montgomery County, State of Pennsylvania.

17. Plaintiff relies on Federal Statutes and Pennsylvania State law on which to base his claims ; Pennsylvania State Law, The Pennsylvania Unfair Trade, Practices and Consumer Protection Law. Federal Rico Statutes, Tort Law, 2nd Restatement of Torts. Federal Fraud Statutes.UTPCPL 73 PS. 201-1 73 P.S. 201-9.2, Federal False Claims Act.

STATEMENT OF FACTS & TIME LINE

18. July 11, 2008

On or about July 11, 2008, Plaintiff refinanced a mortgage with LBA Financial, LLC. for the residential property he owned at: 521 Cowpath Rd, Telford, Pa. 18969. (LBC Financial, LLC. is believed to be no longer in business)
(see Exhibit "E")

19. July 11, 2008

LBA Financial, LLC required "proof of Hazard Insurance" in order to close on the mortgage loan in question as provided in their closing instructions.
(see Exhibits "I" & "J")

20. July 11, 2008

Plaintiff, as well as plaintiff's Insurance Agent, Jeffrey Delp, provides proof of Hazard Insurance to LBA Financial, LLC & Loan Broker as well as closing agent, at closing for the refinance. (see Exhibit "I" & "J")

21. **July 11, 2008**

The Mortgage was assigned immediately to " Mortgage Electronic Registration Systems, Inc. (MERS)"; They may be the original lender, however it is unclear who the original mortgage holder was. (see Exhibit "E")

22. **JULY 11, 2008**

The Mortgage Ownership with MERS or Mortgage Electronic Registration Systems, Inc. is a flawed ownership system or procedure and does not conform to state and federal laws regarding mortgage ownership of said mortgage. The president of "MERS" has even stated that "MERS does not own anything" , even "The NOTE" in a mortgage transaction. (see Exhibits ,B,C,D,N,S,W,Y,Z,CC, EE,FF ,GG,HH)

23. **July 11, 2008**

GMAC Mortgage, LLC becomes servicer of the mortgage loan in question.

24. **August 2008**

GMAC Mortgage, LLC pays bill/invoice for hazard insurance premium, out of plaintiff's escrow account, for the property in question. (see Exhibit # L)

25. **September 2008**

GMAC Mortgage, LLC pays bill/invoice for hazard insurance premium, out of plaintiff's escrow account, for the property in question. (see Exhibit # L)

26. **October – December 2008**

Despite providing proof of Hazard Insurance at closing, as well as GMAC Mortgage, LLC paying renewal premiums in August 2008 & September 2008, GMAC Mortgage, LLC sends notice(s) of Intent to require "Forced Place Insurance" on the mortgage loan in question and the property that GMAC Mortgage, LLC and/or MERS allegedly encumber.(see Exhibit "M")

27. **October – December 2008**

Plaintiff again provides proof of Hazard Insurance to GMAC Mortgage, LLC several times via mail and fax and provides agent, Jeffrey Delp's, phone number as well; GMAC Mortgage, LLC already had Jeffrey Delp's phone number from the Insurance premium notices they received and paid in August 2008 & September 2008. (see Exhibit "J")

28. **January 11, 2009**

GMAC Mortgage, LLC puts "Forced Placed Insurance" on said mortgage/property despite paying Hazard Insurance themselves out of plaintiff's escrow account &

despite plaintiff faxing and mailing them proof again of Hazard Insurance.

Furthermore, GMAC Mortgage, LLC has insurance agents name, address, and phone number. (see Exhibits #I, J,II)

29. January 2009 –present

GMAC Mortgage refused to provide reason for "Forced Placed Insurance" or Escrow Increase pursuant the Mortgage contract.

30. January 2009 – present

GMAC Mortgage, LLC never provided any proof of "Policy" or coverage of alleged "Hazard Insurance" placed or obtained from : Balboa Insurance or Balboa Insurance Services.

31. January 22, 2009

GMAC Mortgage, LLC sends notice of Partial removal of "Forced Placed Insurance" despite providing proof at closing, faxing proof and insurance agent notifying them that plaintiff had been insured at all times during the time he owned the property. (see Exhibits #JJ, I,J,L,)

32 February – June 2009

GMAC Mortgage, LLC sends notification(s) of escrow shortage.

(see Exhibits #KK)

33. February 2009 until present

Plaintiff disputes the escrow analysis sent to plaintiff by GMAC Mortgage, LLC

See dispute letters and counterclaims filed. (see Exhibits#, LL,TT)

34. April 2009

GMAC Mortgage, LLC. recalculates escrow analysis and notifies plaintiff of escrow shortage and increased payment.(see Exhibits #KK,SS)

35. April 2009

Plaintiff again disputes escrow analysis and notice sent to plaintiff.

(see Exhibits #LL,SS)

36. April 2009

GMAC Mortgage, LLC. Will not accept payments of less than \$6,669.09

Even though they have lowered their payment to: \$5,609.10.

(see Exhibits #KK, SS)

37. March - April 2009

Plaintiff disputes that the payment of \$6,669.09 is still not correct and is in

violation of the mortgage terms and mortgage contract.(see Exhibits #LL,SS)

38. **May 12, 2009**

GMAC Mortgage, LLC. Completes new escrow analysis and notifies plaintiff via letter stating it has completed a new analysis; The new analysis admits the old analysis was wrong and asserts a new payment based on their new analysis. The new analysis increased payments by about \$209 per month yet taxes and insurance were about the same. (see Exhibits #KK,SS)

39. **May 2009**

Plaintiff again disputes the new analysis provided to plaintiff dates May 12, 2009.
(see Exhibits #LL,SS)

40. **June – August 2009**

Plaintiff notifies and calls GMAC Mortgage, LLC. In an attempt to resolve the escrow analysis errors. GMAC Mortgage, LLC. agrees to escalate the matter to higher level and get the escrow problem resolved.

41. **August 14, 2009**

GMAC Mortgage, LLC files a "Complaint in Mortgage Foreclosure" for the said property in Montgomery County Pennsylvania via a "Foreclosure Mill" called "Phelan, Hallinan, & Schmeig" a law firm located in Philadelphia, Pennsylvania.

The foreclosure filed alleges ownership of a mortgage in Bucks County, Pennsylvania, the property they filed a foreclosure complaint on is in Montgomery County Pennsylvania. (see Exhibit "G" & "E")

42. **August 14, 2009**

The information in the "Mortgage Foreclosure Complaint" filed in Montgomery County Pennsylvania alleges a default on the mortgage or mortgage contract for the following reasons only: lack of monthly payments received in the amount of \$5,612.25 per month for the months of April 2009, May 2009, June 2009, July 2009 & August 2009. In addition to alleged related late payments fees, and alleged inspection fees. The complaint was filed but not verified that the information was correct. (see Exhibit #F,O,P,G,LL,SS)

43. **August 14, 2009**

A praecipe for substitution of verification was filed with the court in the "Mortgage Foreclosure Complaint" case by Jamie McGuinnis, of "The Foreclosure Mill" known as the Phalen, Hallinan & Schmieg, alleging that all of the information in the complaint was based on personal knowledge, but only had hearsay knowledge and not personal knowledge of the information alleged in the Mortgage Foreclosure Complaint. (see Exhibit #F,O,P,G,LL,SS)

44. **August 19, 2009**

An "Assignment of Mortgage" was allegedly executed by "Michelle Bradford" of The Mortgage Electronic Registration Systems, Inc. (MERS or MERSCORP), as "Executive Vice President & Assistant Secretary of Mortgage Electronic Registration Systems, Inc. A clear violation of the law as "Michelle Bradford" is readily aware that her law firm, Phalen, Hallinan & Schmieg is representing GMAC Mortgage, LLC in a mortgage foreclosure complaint. This action clearly makes the assignment void and no valid transfer from MERS to GMAC Mortgage, LLC ever took place. GMAC Mortgage, LLC lacks standing to even file a foreclosure complaint. Furthermore, MERS or GMAC Mortgage, LLC did not follow recording laws by notifying plaintiff that an assignment had taken place as required by Pennsylvania state law. The only notification plaintiff had of an alleged assignment was in a pleading in the foreclosure complaint case in state court that was filed on January 4, 2012. (see Exhibits #DD & G) the Mortgage foreclosure complaint clearly identifies "Michelle Bradford as an Attorney with Phalen, Hallinan & Schmieg. The assignment was witnessed and notarized by Angela McFadden, Notary Public with Phalen, Hallinan & Schmieg who knowingly notarized a fraudulent document. The assignment was forwarded to "JAM Transfers, Inc." who recorded it with the court house in Montgomery County , Pennsylvania on September 2,2009 & October 5, 2009. (see Exhibits #DD & G)

45. **September 4, 2009**

A substitution of verification was filed with the Court of Common Pleas in Montgomery County Pennsylvania, by "Jeffrey Stephan", a Limited Signing Officer with GMAC Mortgage, LLC alleging verification of facts based on personal knowledge of the loan and file- signed on August 19,2009 & dated September 14,2009. Verification was invalid as it was not notarized as provided by Pennsylvania State Law. (see Exhibits #F,O,P)

46. **September 4, 2009**

A praecipe for **verification filed with the Court signed by "Jeffrey Stephan"**, a Limited Signing Officer with GMAC Mortgage, LLC. was **not notarized** in violation of State laws and foreclosure laws. *It later becomes public knowledge in October 2010 that GMAC Mortgage & Jeffrey Stephan documents were not verified and were "Robo-Signed" without ever verifying what was in the documents. Plaintiff became aware of GMAC's Robo -Signing procedure in October 2010 when it was publicly announced by GMAC Mortgage, LLC*
It became clear documents filed were "Fraud". (See Exhibits #F,O,P,G,LL,SS)

47. **September 2009**

Taggart, defendant in the foreclosure Case, files a counter claim against GMAC Mortgage, LLC. for , *intra alia*, Escrow Abuse & related claims, illegal "Forced Insurance Placement" and related claims, Unfair Trade Practices & consumer Protection Laws, and Breach of Contract claims. Plaintiff later filed an amended complaint. (See Exhibit# TT)

48. **September 2009 – April 2012**

GMAC Mortgage, LLC hires the Law Firm of :Fleischer, Fleischer, & Suglia in September to pursue Mortgage foreclosure and defend Counter Claims of defendant Taggart. Fleischer was later relieved of duty after Jeffrey Stephan issues were pressed in a deposition on March 7, 2012 (see Exhibit #H").

49. **February 2010**

Taggart sends letter to Brian Fleischer, of Fleischer, Fleischer & Suglia, notifying him of the illegal "Forced Placed Insurance", as well as the escow analysis errors; Brian Fleischer alleged that he sent the information to GMAC Mortgage, LLC for review. GMAC Mortgage, LLC simply refused to respond and pursued "Foreclosure Complaint" alleging that "Forced Placed Insurance" was correct, as well as escrow analysis indicating an increased payment of over \$209 per month or \$5610.12 per month. (see Exhibit "UU")

50. **January 2010 – present**

Taggart requested during discovery, via interrogatories and document requests, that GMAC Mortgage, LLC provide Hazard Policy information that was obtained on his behalf from any insurance company including that alleged policy from Balboa Insurance in January 2009; No policy information or documents were produced at any time by GMAC Mortgage, LLC. It became readily apparent that no such policy ever existed. (see exhibit "H")

51. **April 13, 2011**

The Board of Governors of The Federal Reserve and The Federal Deposit Insurance Corp. sign a consent agreement whereas GMAC mortgage, LLC Agrees to pay penalties for violations of the law regarding, *inter alia*, false affidavits, false assignments, invalid assignments, and other abusive and illegal servicing practices. (see exhibit "MM")

52. **February 10, 2012**

The Board of Governors of The Federal Reserve agree and GMAC Mortgage, LLC Sign a "Consent Order" for in essence the same violations GMAC was cited for in the last Consent Agreement in April 13, 2011. GMAC Mortgage, LLC willfully proceeded with no regard for government or the rule of law.

53. March 7, 2012

During the deposition with, Corporate Representative and Custodian of Records, Stephan Maxwell on March 7, 2012, he testified that all of the documents in the file were already provided to Taggart and were made part of the deposition (see Exhibit "H"). Yet , there was no copy or evidence that any Forced Placed Hazard Insurance Policy ever existed that was allegedly obtained by GMAC Mortgage. Despite questioning Mr. Maxwell at the deposition about the absence of the Policy or Policy Information he then claimed to have a policy and later provide one.....No policy was ever provided after that. Again, the policy for Hazard insurance alleged to be from Balboa Insurance never existed.

54. MARCH 7, 2012

Plaintiff notifies counsel, Trey Jordan , Esquire & paralegal, Carol Benello, present at the deposition of Stephan Maxwell on March 7, 2012 of fraudulent documents of , "Jeffrey Stephan Affidavit" and other documents in the file. Plaintiff also told Nicola Suglia of Fleisher, Fleischer & Suglia, of the fraudulent affidavits of "Jeffrey Stephan" that he should have already know were fraudulent; Brian Fleischer, his partner was counsel at the deposition of "Jeffrey Stephan" when he admitted that he never verified all of the information in his affidavits. (see Exhibit #H, F) (Trey Jordan & Carol Benello are in house counsel & paralegal for GMAC Mortgage, LLC)

55. **March 12, 2012**

In a scathing review of GMAC Mortgage LLC from HUD (Department of Housing and Urban Development), it found serious problems with GMAC Mortgage, LLC; HUD completed an investigation in which it issued its memorandum on March 12, 2012 and found no control or oversight in their foreclosure processing. It found, *inter alia*, false and fraudulent affidavits, Robo- Signed affidavits and unsound foreclosure practices.

56. **April 2009**

GMAC Mortgage, LLC make settlement for foreclosure abuses, including filing false affidavits and assignments in foreclosure proceedings and bankruptcy cases. GMAC Mortgage, LLC agrees to review cases filed between 2008 – 2010 for false documents and affidavits; They have clearly known about false documents, but refuse to withdraw the case. (see Exhibit #OO")

57. **April 12, 2009**

Plaintiff notifies counsel Maria Guerin & Diane Bettino of the Law firm of Reed Smith, LLP of, among other things, fraudulent affidavits of "Jeffrey Stephan" being used to pursue their foreclosure action. (see Exhibit "RR")

58. June 26, 2012

Taggart provides "Escrow Analysis" and "Escrow Analysis Review of the May 12, 2009 Escrow Statement" from GMAC Mortgage, LLC., from expert witness showing the analysis from the May 12, 2009 analysis & statement sent to Taggart by GMAC Mortgage, LLC. Was not in compliance with, inter alia, escrow laws and the mortgage contract. (see Exhibit #SS)

59. June 26, 2012

The Escrow Analysis & Escrow Analysis Review provided by the expert witness, Chip Cummings of Northwind International, indicated that GMAC Mortgage, LLC Incorrectly indicated that, School taxes were to be paid in July 2009, but were not due until October 31, 2009; Also, township taxes were to be paid in March 2010, but were not due until May 2010. (see Exhibit #SS)

60. Current Assertions of Plaintiff

GMAC Mortgage, LLC, allegedly claims to be the present owner of the mortgage; Kenneth Taggart disputes GMAC Mortgage, LLC is the present owner of the mortgage, or mortgage note on said property and disputes that there is any valid mortgage/note on the said property at all at: 521 Cowpath Rd, Telford, Pa 18969. MERS note is invalid to begin with ; Furthermore, chain of title was broken with invalid assignment to GMAC Mortgage, LLC. GMAC Mortgage, LLC

has no claim or Note on said property at : 521 Cowpath Rd, Telford, Pa 18969
Montgomery County Pennsylvania.

PRELIMINARY ALLEGATIONS

61. At all times relevant herein, Plaintiff, Kenneth J Taggart, is the owner of
a residential property whose address is : 521 Cowpath Rd, Telford, Pa. 18969.
(Montgomery County, Pennsylvania).

62. At times relevant herein, Plaintiff is informed and believe that the Defendants,
GMAC Mortgage, LLC, Mortgage Electronic Registration Systems Inc. & Merscorp,
Phelan, Hallinan & Schmieg, LLP, Balboa Insurance Services Inc. & Balboa Insurance
Group, Reed Smith, LLP, Fleischer, Fleisher & Suglia, is or are Corporations, Limited
Liability Partnerships or Limited Liability Companies doing business in Montgomery
County, State of Pennsylvania. Francis Hallinan, Esquire, Daniel Schmieg, Esquire,
Jammie McGuinnis, Esquire, Michelle Bradford, Esquire, Jennie Davey, Esquire,
Lawrence Phelan, Esquire, Maria T Guerin, Esquire, Dianne Bettino, Esquire, Brian
Fleischer, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowitch,
Esquire, Jeffrey Stephan, and Angela McFadden are all individuals who are conducting
business in Montgomery County, State of Pennsylvania.

63. At all times relevant herein, Plaintiff is informed and believes and thereon alleges that the true names, and identities and capacities, whether individual corporation, association, partnership or otherwise are at this time unknown to Plaintiff who therefore sues said Defendants by such fictitious names and will so amend complaint to show the true names and capacities of such Doe Defendant(s) when the same are ascertained.

64. At all times relevant herein, Defendants are sued and were acting as principal employer, and or agent, servant and employee of the said principal(s) or employee(s), and all of the acts performed by them, or their agents, servants and employees, were performed with the knowledge and under the control of said principal(s) or employer(s) and all such acts performed by such agents, servants and/or employers, were performed within the course and scope of their authority.

Plaintiff Refinances his residential property

65. Plaintiff settled on a mortgage refinance of the residential property he owned at: 521 Cowpath Rd, Telford, Pa. 18969 on or about July 11, 2008.

Confusion, Disputes, and Legality of Mortgage/Note Ownership

66. The loan was made via LBA Financial, LLC/ Mortgage Electronic Registration Systems, Inc. (MERS). It appears that Mortgage Electronic Registration Systems, Inc.

(MERS) is the original lender, however it is unclear who the original mortgage holder was. The loan at closing was allegedly assigned to Mortgage Electronic Registration Systems, Inc. and allegedly sold after that to GMAC Mortgage, LLC, on August 17, 2009, who allegedly is the current owner of the mortgage and the note. Plaintiff disputes GMAC Mortgage, LLC is the present owner of the mortgage & mortgage note on said property and disputes that there is any valid mortgage/note on the said property at all at: 521 Cowpath Rd, Telford, Pa 18969.

GMAC Mortgage, LLC serviced loan since its origin.

67. It is clear undisputed by both Plaintiff and GMAC Mortgage, LLC, that GMAC Mortgage, LLC, has been the servicer of the mortgage loan since July 2008 even if they do not have now or have had ownership of the mortgage at any time during its existence.

***Fraud by way of " Forced Placed Insurance", "Escrow Fraud",
"Conspiracy", "Racketeering" & other means.***

68. During the financial crisis of 2008 – 2009, an admitted "Cash Strapped GMAC Mortgage, LLC", conspired with Balboa Insurance Services, Inc. /Balboa Insurance and engaged in racketeering, by fraudulently charging borrowers, including plaintiff, for insurance and/or services that were unnecessary, not needed, or even provided, and obtaining insurance that apparently did not even exist; All in violation of the mortgage

contract. GMAC Mortgage, LLC perpetrated and conspired with Balboa Insurance and engaged in Racketeering via its partnership or agreement with Balboa Insurance

Services/Balboa Insurance. GMAC Mortgage, LLC & Balboa Insurance, Inc. did this to defraud borrowers, including plaintiff, to force borrowers into foreclosure unnecessarily, increase fees charged to borrowers, increase fees charged to investors when they foreclosed, increase their profits, and unduly enrich themselves. GMAC Mortgage, LLC apparently has a history of this going back to the early 1990's... charging for "Forced Placed Insurance" that was not needed to defraud borrowers. GMAC Mortgage, LLC did the same thing when they needed money in the early 1990's. (See Exhibits of Escrow Analysis from Expert Witness #SS)

GMAC Mortgage, LLC caused a "Forced Foreclosure" to cover for its illegal "Forced Placed Insurance", illegally Increased Escrow Payments, and increase its revenue from foreclosures

69. GMAC Mortgage, LLC charged plaintiff, *inter alia*, "Forced Placed Insurance" Unnecessarily to defraud plaintiff by, raising escrow payments well in excess of what was needed or allowed by law, .. then alleged a default on the mortgage and filed a "Complaint in Mortgage Foreclosure" on the property in The Court of Common Pleas, Montgomery County Pennsylvania; This was all perpetrated to cover for their illegal and fraudulent activity of Escrow abuse and "Forced Placed Insurance" abuse, while unduly enriching themselves, and increasing profits by committing fraud. The same or similar abuse has been perpetrated on many other property owners by GMAC Mortgage, LLC & Balboa Insurance as they have a history of this very abuse (see class action case with

GMAC Mortgage, LLC & Balboa Insurance Services, Inc. (Exhibit #Q)

Foreclosure filed with knowingly fraudulent Affidavits & Assignment

70. Furthermore, GMAC Mortgage, LLC via their legal counsel, Lawrence Phelan, Esquire, Francis Hallinan, Esquire, Daniel G. Schmieg, Esquire, Jennie Davey, Esquire, Jamie McGuinnis, Esquire, and Michelle Bradford, of the Law Firm of Phelan, Hallinan & Schmieg, LLP, *inter alia*, filed a mortgage foreclosure complaint in Montgomery County Court of Common Pleas on August 14, 2009 (case# 2009-25338) with knowingly fraudulent documents. Jamie McGuinnis of The Phelan Firm signed a verification, on August 12, 2009 with the foreclosure complaint, knowing that all of the information had not been verified by the mortgage company in the complaint; Verification was by hearsay and not verified pursuant the affidavit filed with the court. Other fraudulent documents filed with the court, via legal counsel, include, a "Robo -Signed" mortgage verification provided by GMAC Mortgage, LLC and signed by known "Robo - Signer" , Jeffrey Stephan (signed by Stephan on August 19, 2009 & dated verification by Jenine R Davie, Esquire, of The Phelan Law Firm on September 4, 2009, and filed with the court on September 8, 2009). It has been virtually public knowledge, as of October 2010, that Jeffrey Stephan and GMAC Mortgage, LLC did not fully verify all information as alleged in the verification filed with the court. (See attached Exhibits #A, F, O, P, T, U, X, MM, NN, OO).

Fraud & Robo-Signed Documents

71. GMAC Mortgage, LLC is the real party of interest and they are the party that is required to provide verification of information upon filing a foreclosure complaint.

GMAC Knew that they were “Robo – Signing” affidavits in a mass production fashion in violation with the law. Counsel, if they were not aware of fraudulent, Robo - Signed Affidavits, they knew as of October 2010 as it became public knowledge. In addition to the news stories in virtually every public newspaper and news outlet regarding GMAC Mortgage, LLC & “Robo –Signing”, their attorney, Brian Fleischer, or Fleischer, Fleischer & Suglia were the attorneys representing Jeffrey Stephan & GMAC Mortgage at the Deposition on June 7, 2010, where the facts were revealed about the mass produced & fraudulent Robo-Signed affidavits (see Exhibits “O”).

Fraudulent Assignment – Representation of Two Parties by Counsel

72. Michelle Bradford, Esquire (with the Phelan Law Firm), also allegedly Assistant Secretary & Vice President of Mortgage Electronic Registration Systems, Inc. signed an “Assignment of Mortgage” on August 17, 2009, on behalf of MERS, and recorded it on September 2, 2009 & October 5, 2009 with “The Recorder of Deeds” in Montgomery County. *Michelle Bradford knowingly represented herself to be with “The Law Firm of Phelan” and also “Assistant Secretary & Vice President of Mortgage Electronic Registration Systems, Inc.” making the “Mortgage Assignment” void due to conflict of interest. A Law firm seeking to foreclose on a party may not also represent another party in an assignment to said mortgage in order to foreclose;* This was a knowingly fraudulent document filed with the willful intent to deceive Kenneth Taggart and defraud him of said property. (see Exhibits #DD, G)

Mortgage Electronic Registration Systems, Inc. does Not Own Anything

(They have nothing to assign)

73. Mortgage Electronic Registration Systems Inc. has allegedly been assigned or nominated to this note or mortgage by LBA Financial, LLC. Mortgage Electronic Registration Systems, Inc. does not own anything including the mortgage and has no legal right to assign a mortgage that it does not even own. The alleged assignment of the said mortgage and/or note from Mortgage Electronic Registration Systems Inc. to GMAC Mortgage, LLC was recorded by The Phelan Law Firm; This assignment is considered fraudulent and void as a matter of law as an attorney or Law Firm (Michelle Bradford) cannot represent two different parties in the same transaction. Furthermore, MERS or Mortgage Electronic Registration Systems, Inc. admits they do not own anything, they are admittedly a “dummy corporation” and “Quasi National Recording System” for mortgage recording set by Banks and financial institutions to avoid recording fees. This system is in violation of Pennsylvania State Recording Laws and MERS is being sued in Federal Court by The Recorder of Deeds of Montgomery County as well as many other counties and municipalities in the United States for avoiding the recording of mortgages; Montgomery County Recorder of Deeds v MortgageElectronic Registration Systems, Inc., E.D. Pa., Nov 2011.(See Exhibit s #B,C,D,N,SW,Y,Z,CC,EE,FF,GG,HH).

GMAC Mortgage, LLC lacks standing to foreclose due to inappropriate venue.

(GMAC Mortgage, LLC filed a Foreclosure Complaint in Montgomery County when their mortgage states their alleged mortgage is in Bucks County)

74. It is further added that the original mortgage created by LBA Financial, LLC

is invalid as the "Legal Description" of said property that the alleged note and mortgage encumber does not describe the property owned by Kenneth Taggart in Telford , Pennsylvania; This is the same mortgage allegedly transferred to Mortgage Electronic Registration Systems Inc. at closing, and later allegedly transferred to GMAC Mortgage, LLC. The transfer from Mortgage Electronic Registration Systems, Inc. was recorded by The Phelan Firm (**emphasis added**) (See Exhibit #E).

Plaintiff was never sent any notice of transfer(s), or Assignment(s) of Mortgage from GMAAC Mortgage, LLC, MERS or any party.

75. Plaintiff, Kenneth Taggart, was never sent any Notice of transfers or the mortgage or note, as required by law, of any transfer since the original mortgage note and mortgage was signed. No transfer notices were sent to plaintiff by LBA financial, LLC, By Mortgage Electronic Registration Systems, Inc., or GMAC Mortgage, LLC. Therefore, the current alleged ownership is invalid as it has not provided notice of Transfer.

GMAC Mortgage, LLC has not shown "A Chain of Title" to Taggart and the court it's legal ownership of "The Mortgage" and "The Note"

76. GMAC Mortgage, LLC has alleged that they are the owner of the mortgage in question, but have never shown and proof of ownership including, "chain of title" , the "Wet Ink Note", the "Wet Ink Mortgage", and history of transfers since the alleged

original note was signed, and any transfers within the Mortgage Electronic Registration System Inc. (see Deposition of Stephan Maxwell – Exhibit #H).

Conspired to Create & Provide False Documents

77. All defendants conspired to produce, create and file false documents in an attempt to deceive Kenneth Taggart, The Court, The Recorder of Deeds, the Prothonotary of Montgomery County Pennsylvania, and the public as to the authenticity of said documents, ownership of mortgage/note, and standing to file a foreclosure complaint against Kenneth Taggart and the property in question. Despite notifying all counsel who represented GMAC Mortgage, LLC of the fraudulent and invalid affidavits, GMAC Mortgage, LLC has arrogantly continued to pursue this complaint in mortgage foreclosure with knowingly false information and affidavits (see Exhibits #RR). Furthermore, GMAC Mortgage, LLC very well knew that “Jeffrey Stephan” and other employees of GMAC Mortgage, LLC were signing thousands of false affidavits as they would not have time to sign so many documents in one day or 10,000 per month as “Jeffrey Stephan” has stated in deposition testimony. (see Exhibits # O, P).

What is even more stunning is that counsel representing GMAC Mortgage in this foreclosure, Brian Fleischer, of Fleischer, Fleischer, & Suglia, was the attorney present at one of the depositions in which **“Jeffrey Stephan” admits he never verified the information as stated in his affidavits signed in foreclosure cases;** Mr. Brian Fleischer knew “first hand” that this case was knowingly filed with fraudulent affidavits (See Exhibits “O”). Counsel has an obligation to the court to not file a case, or pursue a case with knowingly false documents; Counsel is obligated to withdraw the case and notify the court of said documents or it is “Fraud Upon The Court”.

Complete Arrogance and Willful Disregard of Government Laws & Orders

78. GMAC Mortgage, LLC as well as their legal counsel, have known of these false and fraudulent affidavits, but continue to pursue this case as well as many others based on fraudulent affidavits, assignments, and other documents. In checking with the court house in Montgomery County, GMAC Mortgage, LLC has continued to pursue and foreclose on people, with fraudulent foreclosures, even after it had become common knowledge to the public in October 2010. Furthermore, GMAC Mortgage, LLC, as well as counsel for GMAC Mortgage, LLC it has continued to pursue foreclosures and arrogantly ignore, Consent Orders signed by GMAC Mortgage, LLC in April 2011 & April 2012 with the OCC & FDIC. In addition to that, GMAC Mortgage, LLC has completely snubbed The Inspector General's Order from The Department of Housing and Urban Development (HUD) issued on March 12, 2012 in which it orders GMAC Mortgage, LLC to review its files regarding false affidavits and review its foreclosures based on false affidavits. The Order of March 12, 2012 has further demanded GMAC Mortgage, LLC put in place new procedures for foreclosures and affidavits (See Exhibit "H"). Again, despite the certified letters notifying all counsel that represents GMAC Mortgage, LLC in this case, they refuse to withdraw this case with apparently no fear of reprisal from The Department of Housing and Urban Development regarding their March 12, 2012 order and other violations of the law. GMAC Mortgage, LLC and Counsel also have no fear of the FDIC & OCC as it willfully violates their order(s) as well. GMAC Mortgage, LLC continues to "March On" and "Bull Doze" clients with knowingly fraudulent

documents with no fear of the law or repercussions. Even counsel for GMAC Mortgage, LLC is liable by pursuing cases with knowingly fraudulent documents and willfully and knowingly violation government laws, procedure, and orders from government agencies. Counsel for GMAC Mortgage, LLC also operates and continues, with arrogance, no respect, fear of the law, or government orders to cease foreclosures with fraudulent documents. GMAC Mortgage, LLC & Counsel for GMAC operate as if they were in a "Kangaroo Court" in a "Banana Republic"

Wire & Mail Fraud with Knowingly Fraudulent Documents

79. All defendants committed wire and mail fraud each and every time a fraudulent document was mailed, electronically sent via email or other electronic means, or electronically filed with the court. This has occurred thousands of times during the course of this transactions as the entire case is based on a fraudulent affidavit and unverified information by "Jeffrey Stephan". Documents base on the verification by fraudulent documents make the entire case "Fraud".

Conclusion

80. During the history of this mortgage, from July 2008 until the present, GMAC Mortgage, LLC has, inter alia: 1) Conspired with Balboa Insurance to fraudulently charged plaintiff "Forced Place Insurance, 2) Conspired with its legal counsel to Defraud Plaintiff and raised escrow in excess of what the contract allowed & violate The Real Estate Settlement Procedures Act, Sec 9, 3) Conspired with its legal

counsel to defraud plaintiff and filed an illegal foreclosure complaint based on fraudulent documents to unduly enrich themselves, 4) Conspired with its legal counsel to knowingly file a foreclosure on a property in Montgomery County when it has clearly stated it owns a property in Bucks County, 5) Conspired with its legal counsel and knowingly filed an illegal foreclosure with a faulty chain of title not showing ownership of the actual mortgage instrument and note itself.. alleged note was transferred to GMAC Mortgage from MERS which does not own anything, or even failed to produce "Wet Ink Note" or "Wet Ink Mortgage" to plaintiff or The Court, 6) Conspired with its legal counsel GMAC filed a foreclosure action without standing to foreclose, 7) Conspired with its legal counsel to foreclose on plaintiff, and others, with knowingly fraudulent verification affidavits filed with the court in the foreclosure complaint, 8) Conspired with its legal counsel and refused to withdraw their foreclosure complaint against plaintiff despite orders to do so by: The Inspector General of HUD & The OCC & FDIC Consent Orders, 8) Conspired with MERS and GMAC's legal counsel to complete an illegal and fraudulent transfer of alleged Mortgage Note and/or Mortgage; The Mortgage and/or Note was transferred or assigned with a known conflict of interest in which Michelle Bradford, Esquire (with the Phelan Law Firm), also allegedly Assistant Secretary & Vice President of Mortgage Electronic Registration Systems, Inc. 9) Conspired to commit fraud by along with Notary for The Phelan firm Angela McFadden, who knowingly notarized the alleged assignment from MERS to GMAC Mortgage, LLC., 10) or MERS never sent any "Notice of Transfers" or the mortgage or note, as required by law, of any transfer since the original mortgage note and mortgage was signed, 11) committed along with counsel and other defendants, wire and mail fraud each and every time a fraudulent document was

mailed, electronically sent via email or other means, or electronically filed with the court.

ALL FOR WHICH PLAINTIFF PRAYS FOR RELIEF

FIRST CLAIM FOR RELIEF

**Racketeering and Conspiracy to Commit Fraud-RICO, Fraud, Deceit,
Pennsylvania Unfair Trade Practice Act & Consumer Protection Laws,
Tortuous Actions, Breach of Contract**

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF allege as
Follows that : Defendants, GMAC Mortgage LLC & Balboa Insurance, Inc. fraudulently
placed **"Forced Placed Insurance"** on Plaintiffs property when it knew insurance was
in place.

81. Plaintiff repeats and re pleads paragraphs 1 through 80 and incorporates the
allegations by reference as though fully set-forth herein.

82. Defendants, GMAC Mortgage LLC & Balboa Insurance, Inc. ,Jeffrey Stephan, and
Stephan Maxwell, conspired to deceive and defraud Plaintiff for the need of duplicate
Hazard Insurance for his property when they very well knew he already had Hazard
Insurance in place.

83. GMAC Mortgage, LLC knew that insurance was required and provided at closing
or the loan would not have been permitted to close. GMAC Mortgage LLC also paid
renewal premiums out of plaintiffs escrow account as GMAC's own escrow payment
history shows. In addition to that, Plaintiff as well as his agent, Jeffrey Delp, faxed and

sent GMAC Mortgage LLC proof of insurance several times between July 2008 – January 2009.

84. Despite the inherent knowledge of Insurance being in place, GMAC Mortgage LLC Conspired with Balboa Insurance Services Inc. to, intentionally Deceive & Defraud Plaintiff out Money for unnecessary Duplicate Insurance premiums at three and one half times the “Market Rate” for such insurance; This Conspiracy of Fraud and Deception was done to unduly enrich themselves as the GMAC Mortgage, LLC & Balboa Insurance Services, Inc. engaged in: Racketeering, Tortuous Actions, and Unfair Trade Practices. GMAC did this to case “**Forced Foreclosures**” charge fees, and/or increase the likelihood of foreclosure. GMAC Mortgage, LLC makes more money as a servicer when a loan is in foreclosure as opposed to a loan being current.

85. GMAC Mortgage, LLC & Balboa Insurance Services, Inc., Jeffrey Stephan, and Stephan Maxwell engaged in Conspiracy to Commit Fraud, Fraud, Deception, Racketeering, violations of Pennsylvania’s Unfair Trade Practices Act & violations of Pennsylvania Consumer Protection Laws, Racketeering, and violating the Federal Civil RICO Act; Plaintiff, Kenneth Taggart is entitled to relief for damages for violating all of these laws

86. Plaintiff, Kenneth Taggart, has had to defend a false claim for foreclosure and Asserted ownership of a mortgage by GMAC Mortgage, LLC with knowingly false payments required for duplicate insurance to deceive plaintiff .

87. All Defendant (s) in this count, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendants in an amount according to proof.

88. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

89. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s) in this count, Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

90. Plaintiff has been harmed and suffered loss as a result of these actions and plaintiff is entitled to relief for such actions from defendants.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS
PRAYED

SECOND CLAIM FOR RELIEF

Racketeering ,Conspiracy to Commit Fraud-RICO, Fraud, Deceit, Pennsylvania Unfair Trade Practice Act & Consumer Protection Laws, Breach of Contract, Tortuous Actions

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF allege as

Follows that: Defendant, *GMAC Mortgage LLC & others*, ***Intentionally Raised***

Escrow Payments in violation of the mortgage contract, escrow laws, and ***caused a***

"Forced Foreclosure".

91. Plaintiff repeats and re pleads paragraphs 1 through 80 and incorporates the allegations by reference as though fully set-forth herein.

92. Defendants, GMAC Mortgage LLC, Jeffrey Stephan and Stephan Maxwell, conspired to deceive plaintiff regarding how much escrow was needed to make insurance and tax payments on his mortgage loan. Defendant, GMAC Mortgage LLC conspired to defraud plaintiff out of escrow monies by requiring more escrow monies than needed, more monies allowed by contract, or more monies needed by The Real Estate Settlement Procedures Act, or The Pennsylvania State Escrow laws regarding the limitations or monies a servicer is allowed to collect and keep in escrow accounts.

93. GMAC Mortgage, LLC is a professional mortgage servicing company that service an estimated 5 million loan, or at least holds itself out to be a professional, competent and responsible mortgage servicer abiding by all laws regarding mortgage servicing;

Therefore, it is clear that the only reason GMAC Mortgage LLC raised the escrow payments more than required by law is to intentionally, deceived plaintiff , commit fraud, conspired to commit fraud, conspired to commit fraud upon the court, commit fraud upon the court, violate Pennsylvania's Unfair Trade Practices Act & Consumer Protection Laws, engaging in Racketeering-RICO, Intentional Breach of Contract and deception which are tortuous actions made to deceive and defraud plaintiff.

94. Even if GMAC Mortgage LLC can demonstrate that is was not conspiracy racketeering and fraud, it is clearly a "Brach of Contract" as the escrow payments being charged were in excess of what the contract allows, what Pennsylvania State Escrow Laws allow or what The Real Estate Settlement Procedures Act allows. Even if it was made in error it is clear the amount demanded by GMAC Mortgage LLC was above what was allowed by law or contract. ***The escrow payment should have gone up only \$1.46 per month, not \$209.00 per month as GMAC LLC demanded. (See Expert Testimony in Exhibit #SS)***

95. This Fraud and Deception was perpetrated to unduly enrich themselves as the GMAC Mortgage, LLC, Jeffrey Stephan and Stephan Maxwell, engaged in: Conspiracy to commit fraud, fraud, deception, breach of contract, Racketeering, Tortuous Actions, and Unfair Trade Practices.

96. GMAC Mortgage, LLC engaged in Conspiracy to Commit Fraud, Fraud, Deception, Racketeering, violations of Pennsylvania's Unfair Trade Practices Act & violations of

Pennsylvania Consumer Protection Laws, Breach of Contract, and violating the Federal Civil RICO Act: Plaintiff, Kenneth Taggart is entitled to relief for damages for violating all of these laws

97. Plaintiff, Kenneth Taggart, has had to defend a false claim for foreclosure and ownership of a mortgage with knowingly false documents which were manufactured by defendants reporting an escrow shortage of at least \$209 per month when in fact it was only \$1.46/per month short; GMAC Mortgage LLC sent letters indicating escrow was short to plaintiff in order to deceive plaintiff and unduly enrich themselves and defraud plaintiff. It demanded an increase of \$209.00 per month increase.

98. GMAC Mortgage LLC, Jeffrey Stephan and Stephan Maxwell, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from GMAC Mortgage LLC in an amount according to proof.

99. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

100. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the GMAC Mortgage LLC, Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

101. Plaintiff has been harmed and suffered loss as a result of these actions and plaintiff is entitled to relief for such actions from GMAC Mortgage LLC .

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

THIRD CLAIM FOR RELIEF

Racketeering and Conspiracy to Commit Fraud-RICO, Fraud, Deceit, Conspiracy, Pennsylvania Unfair Trade Practice Act & Consumer Protection Laws, Breach of Contract, Tortuous Actions

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation & Fraud against Plaintiff; Plaintiff alleges as follows:

GMAC Mortgage LLC conspired to produce "False Affidavits" in order to foreclose on properties, and Counsel for GMAC LLC knowingly proceeded with fraudulent affidavits even after they were notified the affidavits were fraudulent or became aware the affidavits were fraudulent.

102. Plaintiff repeats and re pleads paragraphs 1 through 80 and incorporates the allegations by reference as though fully set-forth herein

103. **GMAC Mortgage LLC, knowingly produced a "Forced Foreclosure"** and pursued a The **"Forced Foreclosure" with false "Robo – Signed" Affidavits by "Jeffrey Stephan** and other employees who produced thousands of fraudulent affidavits a month in order to foreclose on borrowers, including plaintiff. GMAC Mortgage LLC produced a fraudulent Affidavit of verification that was filed with the foreclosure complaint by Jeffrey Stephan in order to *Deceive the court and plaintiff* that the information was correct and verified when it was in fact not correct or verified.

104. Counsel for GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, also knew that they were pursuing a foreclosure based on a fraudulent affidavit by Jeffrey Stephan as they were all notified of the fraudulent document via a certified letter or by notification at the deposition of Stephan Maxwell on March 7, 2012; All counsel for GMAC refused to withdraw the Foreclosure Complaint.

105. It is intentional Deception, Fraud , "Fraud Upon The Court", Conspiracy and Racketeering, when counsel or a member of the court Knowingly submits false documents or pursues a case with knowingly fraudulent Documents. All of the defendants in this count have knowingly done so.

106. Jeffrey Stephan, employee of GMAC Mortgage LLC, admittedly to willingly signing as much as 10,000 documents a month without verifying them and creating fraudulent documents as he signed a "Sworn Affidavit" that he had verified all of the information when he had not done so.

107. Defendants, GMAC Mortgage LLC, The Law Firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Stephan Maxwell, and Jeffrey Stephan, committed tortious actions, deception, fraud, fraud Upon the court, engaged in conspiracy, racketeering and unfair trade practices as described harmed Plaintiff, Kenneth Taggart, by having to defend a fraudulent foreclosure based on fraudulent documents produced and recorded by defendants.

108. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Stephan Maxwell and Jeffrey Stephan, and each of them, committed the acts heron alleged

maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants in this count, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendants in an amount according to proof. Actual damages include all costs to defend lawsuit and relates costs.

109. Plaintiff is informed and believes that as a further result of all of the Defendant(s) conduct (in this count), Plaintiff has suffered economic damages in the amount to be proven at trial.

110. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of all of the Defendants in this count , Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS
PRAYED

FOURTH CLAIM FOR RELIEF

Racketeering and Conspiracy to Commit Fraud-RICO, Fraud, Deceit, Pennsylvania Unfair Trade Practice Act & Consumer Protection Laws, Breach of Contract, Tortuous Actions

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation & Fraud against Plaintiff; Plaintiff alleges as follows:

GMAC Mortgage LLC and others conspired to produce "False Mortgage ASSIGNMENTS" in order to foreclose on Plaintiff; GMAC Mortgage LLC , Mortgage Electronic Registration Systems, Inc., and Counsel for GMAC LLC knowingly conspired to produce false assignments and proceeded with fraudulent affidavits even after they were known to be fraudulent.

111. Plaintiff repeats and re pleads paragraphs 1 through 80 and incorporates the allegations by reference as though fully set-forth herein

112. GMAC Mortgage LLC, knowingly produced and pursued a foreclosure with false or fraudulent "Mortgage Assignments" produced by "Michelle Bradford" and other employees or Mortgage Electronic Registration Systems, who produced thousands of "Fraudulent Mortgage Assignments" in order to foreclose on borrowers, including plaintiff. GMAC Mortgage LLC, conspired with The Mortgage Electronic Registration Systems, Inc., The Law Firm of Phalen, Hillinan & Schmieg, and Michelle Bradford,

Esquire (who is also, Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc.), and Angela McFadden (Notary for The Phelan Law Firm), Who knowingly notarized false assignments, And JAM Transfers, Inc. to knowingly produce fraudulent Assignments or transfers from Mortgage Electronic Registration Systems, Inc. to other parties, including GMAC Mortgage, LLC.

113. The fraudulent Assignments, including the fraudulent assignment for the plaintiffs mortgage on 521 Cowpath Rd, Telford, Pa 18969, were then recorded in court houses as valid by JAM Transfers, Inc. ; Angela McFadden knowingly notarized false assignments.

114. Michelle Bradford who is both Michelle Bradford, Esquire; of The Phelan Law Firm, and is also Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc. executed an assignment of mortgage on plaintiffs property in order to *Deceive the Court and plaintiff* that GMAC was the actual owner of the property.

115. Counsel for GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Angela

McFadden, and JAM Transfers, Inc. also knew that they were pursuing a foreclosure based on a fraudulent "Mortgage Assignments".

116. It is intentional Deception, Fraud and "Fraud Upon The Court" when counsel or a member of the court Knowingly submits false documents or pursues a case with knowingly fraudulent Documents. All of the defendants in this count have knowingly done so.

117. Michelle Bradford has allegedly signed thousands of mortgage assignments representing two parties and conspired to knowingly defraud plaintiff as well as other similarly situated; Michelle Bradford held these Fraudulent Mortgage assignments out to plaintiff and the public as legal documents as they were recorded in the court house(s) as legal documents. The fraudulent documents were knowingly recorded by JAM Transfers, Inc.

118. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Angela McFadden and JAM Transfers Inc., committed tortious actions, deception, fraud, Fraud Upon the Court, engaged in conspiracy, racketeering and unfair trade practices as described harmed Plaintiff, Kenneth Taggart, by having to defend a fraudulent

foreclosure based on fraudulent documents produced and recorded by defendants.

119. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Angela McFadden and JAM Transfers, Inc., and each of them, committed the acts heron alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants in this count, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendants in an amount according to proof. Actual damages include all costs to defend lawsuit and relates costs.

120. Plaintiff is informed and believes that as a further result of all of the Defendant(s) conduct (in this count), Plaintiff has suffered economic damages in the amount to be proven at trial.

121. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of all of the Defendants in this count , Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS

PRAYED

FIFTH CLAIM FOR RELIEF

Racketeering and Conspiracy to Commit Fraud-RICO, Fraud, Deceit, Pennsylvania Unfair Trade Practice Act & Consumer Protection Laws, Breach of Contract, Tortuous Actions

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation & Fraud against Plaintiff; Plaintiff alleges as follows:

GMAC Mortgage LLC and others conspired to produce a "FORCED FORECLOSURE " upon Plaintiff; GMAC Mortgage LLC , Balboa Insurance Services, Inc knowingly conspired to produce fraudulent Hazard Insurance Premiums. GMAC conspired to raise escrow well in excess of what was needed or contract allowed to "Force Foreclosure" Upon Plaintiff and others. Counsel for GMAC LLC proceeded with Foreclosure even after it knew of fraudulent Insurance Premiums, Fraudulent Escrow payments, fraudulent affidavits of Jeffrey Stephan, and fraudulent assignments of Michelle Bradford, even after they were known to be fraudulent.

122. Plaintiff repeats and re pleads paragraphs 1 through 80 and incorporates the allegations by reference as though fully set-forth herein

123. GMAC Mortgage LLC, knowingly produced and pursued a "Forced Foreclosure" with false or fraudulent "Mortgage Assignments" produced by "Michelle Bradford" and

other employees, Fraudulent, Robo-Signed Affidavits of Jeffrey Stephan, Fraudulent Hazard Insurance Premiums, and Fraudulent Escrow Analysis(s) that demanded Plaintiff pay more Than contract or escrow laws allowed.

124. GMAC Mortgage, LLC conspired with: Counsel for GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Angela McFadden and JAM Transfers, Inc. , to knowingly pursue foreclosure Complaint with knowingly fraudulent documents and pretenses.

125. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Jeffrey Stephan, Angela McFadden and JAM Transfers Inc., committed tortious actions, deception, fraud, Fraud Upon the Court, engaged in conspiracy, racketeering and unfair trade practices as described harmed Plaintiff, Kenneth Taggart, by having to defend a

fraudulent foreclosure based on fraudulent documents produced and recorded by defendants.

126. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Jeffrey Stephan, Angela McFadden and JAM Transfers, Inc., and each of them, committed the acts heron alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants in this count, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendants in an amount according to proof. Actual damages include all costs to defend lawsuit and relates costs.

127. Plaintiff is informed and believes that as a further result of all of the Defendant(s) conduct (in this count), Plaintiff has suffered economic damages in the amount to be proven at trial.

128. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of all of the Defendants in this count , Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS

PRAYED

SIXTH CLAIM FOR RELIEF

Racketeering and Conspiracy to Commit Fraud-RICO, Fraud, Deceit, Pennsylvania Unfair Trade Practice Act & Consumer Protection Laws, Breach of Contract, Tortuous Actions

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for

Intentional Misrepresentation & Fraud against Plaintiff; Plaintiff alleges as follows:

GMAC Mortgage LLC, ALL Counsel for GMAC Mortgage LLC , and others, conspired to pursue mortgage foreclosure in violation of several government FORELOSURE Laws , Government Consent Orders, Memorandums, and Settlements.

129. Plaintiff repeats and re pleads paragraphs 1 through 80 and incorporates the allegations by reference as though fully set-forth herein

130. GMAC Mortgage LLC, as well as all counsel for GMAC, Jeffrey Stephan, Michelle Bradford, Mortgage Electronic Registration Systems knowingly produced and pursued a "Forced Foreclosure" with false or fraudulent documents and pretenses in violations of A Consent Order signed by GMAC with The Board of Governors of The Federal Reserve & The Federal Deposit Insurance Corp. (FDIC), on April 11, 2011 & The Federal Deposit

Insurance Corp. (FDIC), another Consent Order signed by GMAC with The Board of Governors of The Federal Reserve, on February 2012, a Memorandum and findings sent to GMAC by The Department of Housing and Urban Development's Inspector General (HUD) on March 7, 2012, and a Settlement Agreement from April 2012, reached with 49 Attorney's generals & Others, including Pennsylvania's Attorney General; The Consent Orders, Settlement and Memorandum from HUD all asserted that GMAC would review foreclosure practices and stop foreclosing on properties with fraudulent affidavits, assignments and only when they have shown proof of title and standing to foreclose. This appears to be a clear smoke screen and sham by GMAC to make the public, Federal Government, and consumers believe they are actually doing what they have consented to do.

131. GMAC Mortgage, LLC conspired with: Counsel for GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Jeffrey Stephan, Angela McFadden, and JAM Transfers, Inc. , to knowingly pursue a "Forced Foreclosure" Complaint against Plaintiff and others, with knowingly fraudulent documents, unproven ownership and false pretenses. All in violation of The Government Consent Orders, Settlements and Memos

132. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Jeffrey Stephan, Angela McFadden and JAM Transfers Inc., committed tortious actions, deception, fraud, Fraud Upon the Court, engaged in conspiracy, racketeering and unfair trade practices as described harmed Plaintiff, Kenneth Taggart, by having to defend a fraudulent foreclosure based on fraudulent documents produced and recorded by defendants.

133. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Jeffrey Stephan, Angela McFadden and JAM Transfers, Inc., and each of them, committed the acts heron alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants in this count, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendants in an

amount according to proof. Actual damages include all costs to defend lawsuit and relates costs.

134. Plaintiff is informed and believes that as a further result of all of the Defendant(s) conduct (in this count), Plaintiff has suffered economic damages in the amount to be proven at trial.

135. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of all of the Defendants in this count , Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

SEVENTH CLAIM FOR RELIEF

Racketeering and Conspiracy to Commit Fraud-RICO, Fraud, Deceit, Pennsylvania Unfair Trade Practice Act & Consumer Protection Laws, Breach of Contract, Tortuous Actions

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation & Fraud against Plaintiff; Plaintiff alleges as follows:

GMAC Mortgage LLC, ALL Counsel for GMAC Mortgage LLC, Mortgage Electronic Registration Systems, Inc., Michelle Bradford, and JAM Transfers, Inc., conspired to allegedly transfer ownership of mortgage without ever notifying plaintiff of such alleged transfer or recording alleged transfer at the county court house as required by Pennsylvania state Law.

136. Plaintiff repeats and re pleads paragraphs 1 through 80 and incorporates the allegations by reference as though fully set-forth herein

137. GMAC Mortgage LLC, as well as all counsel for GMAC, Michelle Bradford, Mortgage Electronic Registration Systems, Inc., Angela McFadden and JAM Transfers, Inc. knowingly produced false assignments of mortgage, asserted false ownership of title or ownership of mortgage, and never notified plaintiff of any transfers of alleged ownership of mortgage.

138. There was never any notification of a transfer of alleged mortgage or assignment from MERS to GMAC Mortgage, LLC; The only way plaintiff was informed was via a pleading by GMAC in state court for the alleged foreclosure proceeding in January 2012

139. No "Notice of Assignments", transfers of mortgage, or ownership within the "Quasi Recording System" of MERS was ever sent to plaintiff or the court house in Montgomery County.

140. MERS never had any ownership to the mortgage as the president of MERS has testified in a deposition, therefore it never had anything to assign to GMAC Mortgage LLC as it has alleged to have done.

141. GMAC Mortgage, LLC conspired with: Counsel for GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Angela McFadden, and JAM Transfers Inc., to knowingly allege ownership of a mortgage that did not exist or was invalid for, *inter alia*, violating the notice of transfer required by Pennsylvania state Law.

142. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Angela McFadden, and JAM Transfers Inc., committed tortious actions, deception, fraud, Fraud Upon the Court, engaged in conspiracy, racketeering and unfair trade practices as described harmed Plaintiff, Kenneth Taggart, by having to defend a fraudulent foreclosure based on fraudulent documents, including an alleged assignment of mortgage, produced and recorded by defendants.

143. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Angela McFadden and JAM Transfers, Inc., and each of them, committed the acts heron alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants in this count, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendants in an amount according to proof. Actual damages include all costs to defend lawsuit and relates costs.

144. Plaintiff is informed and believes that as a further result of all of the Defendant(s) conduct (in this count), Plaintiff has suffered economic damages in the amount to be proven at trial.

145. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of all of the Defendants in this count , Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

EIGHTH CLAIM FOR RELIEF

Racketeering and Conspiracy to Commit Fraud-RICO, Fraud, Deceit, Pennsylvania Unfair Trade Practice Act & Consumer Protection Laws, Tortuous Actions, Mail & Wire Fraud

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation & Fraud against Plaintiff; Plaintiff alleges as follows:

GMAC Mortgage LLC, ALL Counsel for GMAC Mortgage LLC, Mortgage Electronic Registration Systems, Inc., Michelle Bradford, Jeffrey Stephan, Angela McFadden, and JAM Transfers, Inc., committed , inter alia, Mail & Wire Fraud each and every time each party sent their fraudulent documents through the mail , electronically filed the document or sent it via email.

146. Plaintiff repeats and re pleads paragraphs 1 through 80 and incorporates the allegations by reference as though fully set-forth herein

147. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Angela McFadden, and JAM Transfers Inc., committed tortious actions, deception, fraud, Fraud

Upon the Court, engaged in conspiracy, racketeering and unfair trade practices as described harmed Plaintiff, Kenneth Taggart, by having to defend a fraudulent foreclosure based on fraudulent documents, including an alleged assignment of mortgage, produced and recorded by defendants.

148. All Defendants in this count have committed mail & wire fraud each and every time they have mailed, electronically filed, or emailed the fraudulent documents that were produced. As a matter of law, when the case is based on one fraudulent document, the entire case becomes fraud; Therefore all documents produced by defendants are fraudulent.

149. GMAC Mortgage, LLC conspired with: Counsel for GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Angela McFadden and JAM Transfers, Inc, to knowingly allege ownership of a mortgage that did not exist or was invalid for, *inter alia*, violating the notice of transfer required by Pennsylvania state Law.

150. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Jeffrey Stephan, Angela McFadden and JAM Transfers Inc., committed tortious actions, deception, fraud, Fraud Upon the Court, engaged in conspiracy, racketeering and unfair trade practices , committed mail & Wire Fraud, as described harmed Plaintiff, Kenneth Taggart, by having to defend a fraudulent foreclosure based on fraudulent documents, including an alleged assignment of mortgage, produced and recorded by defendants.

151. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Jeffrey Stephan, Angela McFadden and JAM Transfers, Inc., and each of them, committed the acts heron alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants in this count, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendants in an

amount according to proof. Actual damages include all costs to defend lawsuit and relates costs.

152. Plaintiff is informed and believes that as a further result of all of the Defendant(s) conduct (in this count), Plaintiff has suffered economic damages in the amount to be proven at trial.

153. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of all of the Defendants in this count , Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS

PRAYED

NINTH CLAIM FOR RELIEF

Racketeering and Conspiracy to Commit Fraud-RICO, Fraud, Deceit, Pennsylvania Unfair Trade Practice Act & Consumer Protection Laws, Tortuous Actions,

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation & Fraud against Plaintiff; Plaintiff alleges as follows:

GMAC Mortgage LLC, ALL Counsel for GMAC Mortgage LLC, Mortgage Electronic Registration Systems, Inc., Michelle Bradford, JAM Transfers, Inc., & Others, CAUSED CONFUSION AS TO THE OWNERSHIP OT THE MORTGAGE in many ways, and in fact has a flawed system that makes their alleged ownership at any point in the transaction VOID.

154. Plaintiff repeats and re pleads paragraphs 1 through 80 and incorporates the allegations by reference as though fully set-forth herein

155. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Stephan Maxwell, and JAM Transfers Inc., committed tortious actions, deception, fraud, Fraud Upon the Court, engaged in conspiracy, racketeering and unfair trade practices as described harmed Plaintiff, Kenneth Taggart, by having to defend a fraudulent foreclosure based on fraudulent ownership of mortgage via the use of MERS itself and fraudulent assignment as well.

156. All Defendants in this count have conspired to deceive and defraud plaintiff into allegedly holding out that MERS had an ownership to transfer and that the alleged transfer between MERS and GMAC Mortgage, LLC was valid when it was in fact invalid. matter of law, when the case is based on one fraudulent document, the entire case becomes fraud; Therefore all documents produced by defendants are fraudulent.

157. GMAC Mortgage, LLC conspired with: Counsel for GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford,

Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Stephan Maxwell, and JAM Transfers, Inc, to knowingly allege ownership of a mortgage that did not exist or was invalid for, *inter alia*, violating the notice of transfer required by Pennsylvania state Law.

158. Furthermore, all defendants in this court have not shown chain of title of ownership to plaintiff, the court in which the "Forced Foreclosure" was filed or to the Recorder of Deeds in Montgomery county Pennsylvania.

159. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Jeffrey Stephan, Stephan Maxwell, and JAM Transfers Inc., committed tortious actions, deception, fraud, Fraud Upon the Court, engaged in conspiracy, racketeering and unfair trade practices , as described harmed Plaintiff, Kenneth Taggart, by having to defend a fraudulent foreclosure based on fraudulent documents, including an alleged assignment of

mortgage, produced and recorded by defendants, and essentially no ownership of mortgage or standing to foreclose on plaintiff

160. Defendants, GMAC Mortgage LLC, The Law firm of Phelan, Hallinan & Schmieg, Jamie McGuinnis, Esquire, Michelle Bradford, Esquire, Daniel Schmieg, Esquire, Jennie Davey, Esquire, Francis Hallinan, Esquire, Lawrence Phelan, Esquire, Reed Smith LLP, Maria T Guerin, Esquire, Diane Bettino, Esquire, Trey Jordan, Esquire, Carol Benello, Paralegal, The law Firm of Fleischer, Fleischer, & Suglia, Brian Fleisher, Esquire, Nicola Suglia, Esquire, Ahmed Soliman, Esquire, Allison Domowich, Esquire, Jeffrey Stephan, and JAM Transfers, Inc., and each of them, committed the acts heron alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants in this count, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendants in an amount according to proof. Actual damages include all costs to defend lawsuit and relates costs.

161. Plaintiff is informed and believes that as a further result of all of the Defendant(s) conduct (in this count), Plaintiff has suffered economic damages in the amount to be proven at trial.

162. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of all of the Defendants in this count , Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS
PRAYED

TENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for I
ntentional Misrepresentation against All Defendants, allege as follows: Plaintiff pleads
for relief to **Quiet Title against all claims of Mortgage as alleged in The Foreclosure
Complaint in Montgomery County Pennsylvania**

163. Plaintiff repeats and repleads paragraphs 1 through 162 and incorporates the
allegations by reference as though fully set-forth herein

164. Plaintiff seeks to Quiet Title from all claims from all defendants, against Kenneth
Taggart & property located at: 521 Cowpath Rd, Telford, Pa 18969, in which GMAC
Mortgage, LLC and all other interested parties claim to have or had claim to a mortgage
on the said property. No party has provided any legal proof of ownership of a mortgage
or note on the property as described in The Court House of Montgomery County,
Pennsylvania.

165. All claims for mortgage are based on inaccurate of fraudulent documents to
claim, invalid ownership and verification of mortgage or note on said property.
Plaintiff seeks dismissal of all claims against property including all claims or mortgage
ownership from all defendants. No defendant has provided legal proof of ownership of
any mortgage on the said property.

166. All defendants conspired and attempted to deceive the courts and Kenneth Taggart by Fraudulent conduct. All defendants actions , and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

167. Plaintiff is informed and believes that as a further result of Defendants conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

168. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

169. Plaintiff seeks relief to Quiet title and have all claims dismissed with prejudice against Property At; 521 Cowpath Rd, Telford, Pa 18969

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS
PRAYED

ELEVENTH CLAIM FOR RELIEF- False Claims Act

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF allege as Follows that: Defendants, GMAC Mortgage LLC, Inc. fraudulently made **"False Claims"** to the United States Government on Taggart and his property as well as other homes & Homeowners for defaults on mortgages that did not occur, were caused by GMAC Mortgage, LLC or were made with knowingly fraudulent documents.

170. Taggart repeats and re pleads paragraphs 1 through 7 and incorporates the allegations by reference as though fully set-forth herein.

171. GMAC Mortgage, LLC knew that it filed a "False Claim" on Taggart's loan for the mortgage it alleges to service or own at : 521 Cowpath Rd, Telford, Pa 18969. GMAC Mortgage, LLC has also made "False Claims" on other mortgage loans with Fraudulent documents with Fraudulent Documents for alleged defaults that did not occur, and for other reasons that were known to be false.

172. Taggart, and many other parties have had to defend false claims for foreclosure and Asserted ownership of a mortgage by GMAC Mortgage, LLC with knowingly false payments required for duplicate insurance to deceive plaintiff .

173. GMAC Mortgage, LLC has submitted "FALSE CLAIMS" to the United States Government (Federal Housing Administration and Department of Housing and Urban Development) for compensation for alleged defaults on Taggart's loan and many other loans with the knowledge that they made claims with fraudulent documents and knowledge that, *inter alia*, they caused default on those mortgages, or were not even in default. Furthermore, GMAC Mortgage, LLC foreclosed on homes with knowingly fraudulent documents, then filed a claim with HUD, FHA, and The United States Government.

174 Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

175. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s) in this count, Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

176. Plaintiff has been harmed and suffered loss as a result of these actions and plaintiff is entitled to relief for such actions from defendants.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWELFTH CLAIM FOR RELIEF - Due Process

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF allege as Follows that: Defendants, GMAC Mortgage LLC, Inc. **Violated the "Due Process Rights" of Taggart and other similarly situated** by knowingly producing fraudulent documents, filing fraudulent documents, and representing to Taggart, the government, the courts, and the judicial system that those fraudulent documents were in fact true and legal documents.

177. Taggart repeats and re pleads paragraphs 1 through 14 and incorporates the allegations by reference as though fully set-forth herein.

178. Defendants, GMAC Mortgage LLC, Inc. **Violated the "Due Process Rights" of Taggart and other similarly situated** by knowingly producing fraudulent documents, filing fraudulent documents, and representing to Taggart, the government, the courts, and the judicial system that those fraudulent documents were in fact true and legal documents.

179. Defendants, GMAC Mortgage LLC, prevented Taggart, Doe Plaintiff's, and others similarly situated, from receiving "Due Process" under The United States Constitution as well as The state(s) Constitution of Due Process as the used their implicit trust and membership in the court to deceive parties as to the authenticity and validity of documents used in Taggart's foreclosure and other foreclosures that GMAC Mortgage pursued with knowingly fraudulent documents.

180. GMAC Mortgage, LLC employee, Jeffrey Stephan, has admitted to "Robo-Signing" 10,000 documents a month with the knowledge of managers , other employees, and executives of GMAC Mortgage, LLC. Documents produced fraudulent affidavits for foreclosure in which the affiant attested to personal knowledge of the case and file when they in fact had no knowledge of the file; Yet the affiant had no knowledge at all of the facts of what he attested to. GMAC Mortgage also signed Mortgage assignments that were knowingly fraudulent and invalid. Mortgage assignments were signed by and employee of GMAC Mortgage, LLC over to themselves as a knowing conflict of interest voiding the Mortgage assignment, or had the Foreclosure Mill that was filing a foreclosure against the property sign an Assignment of Mortgage from The Mortgage electronic Registration system to GMAC Mortgage when the foreclosure Mill represented both parties. In Taggart's case, Michelle Bradford, represented herself to be a Vice President of The Mortgage Electronic Registration Systems Inc. at the same time she is/was a partner with the "Foreclosure Mill" that filed a foreclosure against Taggart.

181. GMAC Mortgage, LLC has represented fraudulent documents to The court of Common Pleas in the foreclosure complaint filed against Taggart and his property at: 521 Cowpath Rd, Telford, Pa 18969 (Montgomery county Pennsylvania). This is notwithstanding the fact that GMAC Mortgage has produced an alleged mortgage that represents it owns a mortgage in Bucks county , Pennsylvania..... not Montgomery County, Pennsylvania.

182. GMAC Mortgage, LLC has failed to comply with all state laws regarding filing And recording all Assignments of Mortgage with the Court House in Montgomery County. GMAC Mortgage, LLC has failed to provide standing and ownership of mortgage in question to bring a foreclosure case against Taggart and property in question.

183. GMAC Mortgage, LLC has an obligation to show proof of ownership of mortgage ownership when asked to prove ownership. It has agreed to show "Wet Ink Note" and Wet Ink Mortgage" to Taggart or any court of law upon request.. Yet, GMAC Mortgage, LLC has not provided "Wet Ink Note" and "Wet Ink Mortgage" to Taggart. It has not produced this to any court to date as well, yet continues to foreclose on Taggart and many others using similar fraudulent procedures and documents.

184. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

185. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s) in this count, Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

186. Plaintiff has been harmed and suffered loss as a result of these actions and plaintiff is entitled to relief for such actions from defendants.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

ALL FOR WHICH PLAINTIFF PRAY AS FOLLOWS:

On all Claims for Relief

1. Cost of suit;
2. Attorney's fees – Including fees for Pro Se Plaintiff Litigant Taggart; and,
3. Such other relief as the court deems just and proper.
4. "Quiet Title" on: 521 Cowpath Rd, Telford, Pa 18969, Release all claims from all defendants in foreclosure case pending in The Court of common Pleas in Montgomery County, Pennsylvania.
5. Total costs to Defend claims against fraudulent Foreclosure Complaint
\$625,000- amount to increase as case proceeds.
6. Punitive Damages In the amount of \$15,000,000.
7. General Damages In the amount of \$15,000,000.
8. Actual damages to be calculated at trial
9. Special Damages In the amount of \$15,000,000.
10. Statutory relief as provided by law.

Dated : November 9, 2012


Kenneth J Taggart, Pro Se Plaintiff

45 Henry Rd
Hollad Pa 18966

215-774-1585

B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS <i>Kenneth Taggart + Does</i>	DEFENDANTS <i>Residential Capital, GMAC Mortgage, LLC, et al</i>			
ATTORNEYS (Firm Name, Address, and Telephone No.) <i>Pro Se</i>	ATTORNEYS (If Known) <i>12-1-2020</i>			
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee			
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) <i>Adversary Complaint against Debtors for, inter alia, Fraud, + Fraud Upon the Court.</i>				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property (1) <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer (2) <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property (4) FRBP 7001(3) – Approval of Sale of Property <input checked="" type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) (5) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: right;">(continued next column)</div> </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other (3) FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property (1) <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer (2) <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property (4) FRBP 7001(3) – Approval of Sale of Property <input checked="" type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) (5) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: right;">(continued next column)</div>	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other (3) FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
FRBP 7001(1) – Recovery of Money/Property <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property (1) <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer (2) <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property (4) FRBP 7001(3) – Approval of Sale of Property <input checked="" type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) (5) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: right;">(continued next column)</div>	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other (3) FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)			
<input type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23		
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$ <i>450,000,000</i>		
Other Relief Sought				

B104 (FORM 104) (08/07), Page 2

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES			
NAME OF DEBTOR <i>GMAE Mortgage, LLC + Residential</i>		BANKRUPTCY CASE NO. <i>12-12020</i>	
DISTRICT IN WHICH CASE IS PENDING <i>Southern District of New York</i>		DIVISION OFFICE <i>Manhattan</i>	NAME OF JUDGE <i>Gleason</i>
RELATED ADVERSARY PROCEEDING (IF ANY)			
PLAINTIFF <i>N/A</i>	DEFENDANT		ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING		DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) <i>[Signature], Pro Se</i>			
DATE <i>11/15/12</i>		PRINT NAME OF ATTORNEY (OR PLAINTIFF) <i>Pro Se</i>	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

EXHIBITS

Case# Residential Capital, LLC
12-12020

Adversary Complaint - (Kenneth Taggart)

A. US National ~~Bank~~ Association v Kimball, 7,22,11
Vermont Supreme Court

B. State of Delaware v. Merscorp. Complaint State of Delaware

C. Montgomery County Recorder of Deeds v Merscorp. Complaint

D. Attorney General - New York v. Merscorp, et al

E. Copy of Mortgage - 2 different acknowledgements

F. Fraudulent Affidavit of "Jeffrey Stephan" + Summary of
Testimony from June 7, 2010

G. Copy of Mortgage Foreclosure Complaint Filed by GMAC

H. Deposition of Stephan Maxwell of GMAC 3-7-12

I. Documents indicating Insurance (Hazard) required on loan.
(at closing)

J. Affidavit + Docs From Insurance Agent showing insurance
at all times on property.

K. Initial Escrow Account Disclosure

L. History Escrow Payments.

M. GMAC letters imposing UNNECESSARY INSURANCE

FILED
U.S. BANKRUPTCY COURT
S.D.N.Y.
2012 NOV 15 PM 5:23

Adversary Complaint Case # Residential Capital,

(Kenneth Taggart) #12-12020
N. MERS - Deposition of William Maltman, CEO
MERS owns Nothing

O. Jeffrey Stephan Deposition June 7, 2010
(Signed Affidavit on Taggart loan)

P. Jeffrey Stephan Deposition December 10, 2009

Q. Class Action Complaint Against GMAC + Balboa Insurance
Ulbrigh v. GMAC et al U.S. DC SDF 11-cv-62424

R. Motion for Review of Fraudulent Foreclosure.
DUPLICATION OF CONSENT ORDERS BY FDIC + Federal Reserve

S. SUPREME COURT OF NEW YORK - MERS ORDER

T. OHIO Attorney General - Amicus Curiae regarding
GMAC Mortgage, LLC, Jeffrey Stephan + Fraud

U. FHA MEMORANDUM From March 12, 2012. regarding
Fraud at GMAC Mortgage LLC

V. Fraud - 3rd Circuit Opinion - Standard for Fraud

Case # Residential Capital, LLC

Adversary Complaint #12-12070
(Kenneth Taggart)

W. SUPREME COURT OF New York - MERS OPINION
Bank of New York v. Silverberg - June 7, 2011

X. OHIO Attorney General v. GMAC Mortgage
OHIO Atty General Sues GMAC for Fraud

Y. State of OHIO v. Mers et al, case regarding
Chain of title

Z. State of Rhode Island - Order regarding
MERS August 10, 2011. ^{US} District Court

AA. Scott v. GMAC (Fraud Case) U.S. DC W.D.V.
3:10-cv-24 (Virginia)

BB. Class Action Lawsuit Against GMAC + MERS
in U.S. Dist Court Kentucky

EXHIBITS

Adversary Complaint

Case # Residential Capital, CC
#12020
(Kenneth Taggart)

CC. Clerk of the Circuit Court, Duval County, FL
v. MERS, Mortgage Electronic Registration Systems.
Class Action Suit

DD. Fraudulent Mortgage Assignment From MERS - GMAC

EE. William + Mary Law Review

FF. Temple Law Review on Forelosures +
Mortgage Assignments

GG. Testimony of Thomas Cox to House Judiciary Committee
December 2, 2010

HH. Georgetown Law - Nov 18, 2010 regarding Robo Signing
+ Chain of Title - Hearing before Sub Committee
on Housing 111th Congress.

EXHIBITS

Case# Residential Capital, LLC

Adversary Complaint

12-12020

(Kenneth Taggart)

II. GMAC letters placing INSURANCE on Property despite knowledge of INSURANCE. IN PLACE.

JS. GMAC letter cancelling part of "Forced Placed INSURANCE"

KK. GMAC Fraudulently Raised Escrow-Letters

LL. Escrow Dispute Letters.

MM. Consent Order Signed by GMAC 4/13/11
Federal Reserve + FDIC

NN. Consent Order Signed by GMAC 2/10/12
Federal Reserve

OO. Settlement Terms GMAC

PP. Letter Tax collector when Taxes are due

QQ. Letter Tax collector when taxes were paid

EXHIBITS

Case # Residential Capital, LLC

Adversary Complaint (Kenneth Taggart) # 12012020

R.R. Letter to Reed Smith Notifying them
of fraudulent "Jeffrey Stephan" Affidavits
in foreclosure case. Also notified, Fleischer
Fleischer + Suglia Law Firm

SS. Expert Witness Report Showing Escrow
Payment was too high.

T.T. Claims/Counter Claims Against GMAC
Mortgage + Foreclosure Action

UU. Letter notifying GMAC of Escrow
errors after they initiated foreclosure.

Exhibit 35

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Civil Case# 12 – cv 12020

Residential Capital, LLC, et al
Debtor

Response by Kenneth Taggart to Motion filed by Residential Capital, LLC on January 26, 2013. Docket #2942 & letter from Debtors on January 25, 2013.

Kenneth Taggart has responded to Debtors request to voluntarily withdraw the Adversary Complaint (#12-01945 Taggart v GMAC Mortgage, LLC et al) in this case. Kenneth Taggart file a voluntary petition to withdraw his complaint with the court today via UPS as attached. GMAC offered to withdraw Motion(s) for Sanctions & Implementation of Injunctive Relief if Adversary Complaint was withdrawn (see Exhibit) upon

Defendants, GMAC Mortgage, LLC & Residential Capital, LLC agreed to withdraw the Motion for Sanctions & Implementation of Injunctive Relief baring additional filings in this court without leave. In addition, Taggart is by no means admitting that claims are frivolous, he is simply withdrawing the claims in this court. Any and all filings in this court have been in good faith and Taggart will make every attempt to resolve any claims with Debtors. There should be no sanctions or Injunction imposed upon Taggart for any additional filings.

Kenneth Taggart, Pro Se

February 20, 2013



1212020130305000000000056

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ADVERSARY COMPLAINT #12-01945
(RE: Civil Case# 12 – cv 12020)

Taggart v GMAC Mortgage, LLC et al

Praeipce to Withdraw Adversary Complaint #12-01945

Kenneth Taggart hereby voluntarily files this praecipec to withdraw the
Adversary Complaint filed in this court being case number #12-01945 (related to the
bankruptcy case # 12-12020).

Kenneth Taggart, Pro Se


February 20, 2013

Ken Taggart

From: "Newton, James A." <JNewton@mofo.com>
Date: Tuesday, February 19, 2013 9:21 AM
To: <Appraisals@verizon.net>; <kentaggart@verizon.net>
Attach: 2942.pdf
Subject: ResCap/ GMAC Mortgage Rule 9011 Motion
Mr. Taggart:

Attached, please find a copy of the Bankruptcy Rule 9011 motion we filed on Saturday. Please let us know if you will be withdrawing your complaint so that we can avoid going forward with this motion. Thank you.

Regards,
James
James A. Newton | Morrison & Foerster LLP
1290 Avenue of the Americas | New York, NY | 10104-0050
T. 212.336.4116 | C. 415.335.0870
jnewton@mofo.com

To ensure compliance with requirements imposed by the IRS, Morrison & Foerster LLP informs you that, if any advice concerning one or more U.S. Federal tax issues is contained in this communication (including any attachments), such advice is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

For information about this legend, go to
<http://www.mofo.com/Circular230/>

=====
This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail @mofo.com, and delete the message.

Certificate of Service

Case # Civil Case# 12 – cv 12020

Residential Mortgage Capital, et al

& Adversary Case # 12-01945 Taggart v GMAC Mortgage, LLC et al

The undersigned certifies that on February 20, 2013, he caused a copy of :

Response by Kenneth Taggart to Motion filed by Residential Capital, LLC on January 26, 2013. Docket #2942 & letter from Debtors on January 25, 2013. (case #12 – cv 12020 Residential Mortgage Capital, et al)

&

Praecipe to Withdraw Adversary Complaint #12-01945

to be delivered to The United States Bankruptcy Court for The Southern District of New York via UPS.

Additionally, the undersigned certifies that he caused a true and correct copy of the foregoing Notice to be sent via to United States Post Office on February 20, 2013 to the following parties :

Counsel for Debtors (copy also e-mailed to this party)
Morrison & Foster, LLP, Larren M Nashelsky, Gary Lee, Lorenzo Marinuzzi
1290 Avenue of the Americas
New York, NY. 10104

Kenneth J Taggart



Pro se

February 20, 2013

Exhibit 36

COURT OF COMMON PLEAS

MONTGOMERY COUNTY, PA

Court of Common Pleas
Civil Division

Term # 09-25338

Montgomery County

GMAC Mortgage, LLC
1100 Virginia Dr,
P.O. Box 8300
Fort Washington, Pa 19034

Jamie McGinness, Esq
Phelan, Holliman & Schmieg, LLP
One Penn Center
Philadelphia, Pa 19103
215-563-7000
Council for Plaintiff/ GMAC

Plaintiff

v.

Kenneth J Taggart, Pro Se
45 Heron Rd
Holland, Pa 18966

Defendant

Supplemental to rebuttal / Counter Claim filed against Plaintiff

Attached is a Counter Claim against GMAC Mortgage, LLC , plaintiff in foreclosure
Complaint/action against, Kenneth J Taggart, Defendant. This counter claim against
GMAC Mortgage, LLC is hereby made part of the rebuttal to claim for foreclosure.

Respectfully Submitted,

Kenneth J Taggart, Pro Se 9/14/09

2009 SEP 16 AM 11:02
OFFICE OF
PROTHONOTARY
MONTGOMERY COUNTY, PA

COURT OF COMMON PLEAS

MONTGOMERY COUNTY, PA

Court of Common Pleas
Civil Division

Term # 09-25338

Montgomery County

Kenneth J Taggart, Pro Se
45 Heron Rd
Holland, Pa 18966

Plaintiff

v.

Montgomery County

GMAC Mortgage, LLC
1100 Virginia Dr,
P.O. Box 8300
Fort Washington, Pa 19034

Jamie McGinness, Esq
Phelan, Holliman & Schmieg, LLP
One Penn Center
Philadelphia, Pa 19103
215-563-7000
Council for Plaintiff/ GMAC

Defendant

Complaint *- Counter Claim*

This is a Counter Claim filed by Plaintiff in regard to the complaint for foreclosure action on the mortgage for the property located at 521 Cowpath Rd; Telford, Pa .18966, Montgomery County, Pennsylvania. The plaintiff, Kenneth J Taggart in this case was served a complaint for a mortgage foreclosure by the

jam

Certificate of Service

The undersigned certifies that on September 14, 2009, he caused a copy of
"Supplemental to Rebuttal / Counter claim against Plaintiff" to be delivered to
The Montgomery County Court of Common Pleas to be hand delivered and
served to the Court via personal service. Additionally, the undersigned certifies
that he caused a true and correct copy of the foregoing Notice to be hand
delivered and served on the following to:

Council for Plaintiffs/GMAC Mortgage

Jamie McGinness, Esq
Phelan, Holliman & Schmieg, LLP
One Penn Center
Philadelphia, Pa 19103
215-563-7000
Council for Plaintiff/ GMAC

Kenneth J Taggart



Pro se

COURT OF COMMON PLEAS

MONTGOMERY COUNTY, PA

Court of Common Pleas
Civil Division

Term # _____

Montgomery County

Kenneth J Taggart, Pro Se
45 Heron Rd
Holland, Pa 18966

Plaintiff

v.

Montgomery County

GMAC Mortgage, LLC
1100 Virginia Dr,
P.O. Box 8300
Fort Washington, Pa 19034

Jamie McGinness, Esq
Phelan, Holliman & Schmieg, LLP
One Penn Center
Philadelphia, Pa 19103
215-563-7000
Council for Plaintiff/ GMAC

Defendant

Complaint

This is a Counter Claim filed by Plaintiff in regard to the complaint for foreclosure action on the mortgage for the property located at 521 Cowpath Rd; Telford, Pa .18966, Montgomery County, Pennsylvania. The plaintiff, Kenneth J Taggart in this case was served a complaint for a mortgage foreclosure by the

Bucks County Sheriff on August 24,2009. The plaintiff in this action, Kenneth J Taggart, is filing action against GMAC Mortgage LLC, and any does to be disclosed, LLC for violations of several laws in the servicing and origination of the loan in question on the subject property.

JURISDICTION & VENUE

1) Jurisdiction and Venue is conferred as the property is located in Montgomery County and all transactions took place in Montgomery County and Bucks County, State of Pennsylvania.

2) Plaintiff relies on Federal Statues and Pennsylvania State law on which to base his claims ; The Real Estate Settlement & Procedures Act, & The Consumer Protection Credit Act. 15 U.S.C. 1601, The Federal Truth In Lending Act & Regulation "Z", The Fair Credit Reporting Act, The Fair Debt Collection Practices Act, - Pennsylvania State Law, The Pennsylvania Unfair Trade, Practices and Consumer Protection.

Act 15 U.S.C. 1601, 12 U.S.C.A. 2601, 12 U.S.C.A. 2603,12 U.S.C.A. 2604, 12 U.S.C.A. 2607,12 U.S.C.A. 2610.,12 U.S.C.A. 2603, 24 CFR 3500.14, 24 CFR 3500.6, 24 CFR 3500.7, CFR 3500.10, 12 CFR 226.20, 12 CFR 226.19(b), 12 CFR226.18, 12 CFR 226.18(g), 12 CFR 226.18(h), 12 CFR 226.31(c), 12 CFR 226.32(c), 15 U.S.C.1639(a),15 U.S.C.1639(b), 15 USC 1681, 12 USC 2605, 15 USC 1601,1692,1692-1622p.

UTCPL 73 PS. 201-1 73 P.S. 201-9.2

PRELIMINARY ALLEGATIONS

3) At all times relevant herein, Plaintiff, Kenneth J Taggart, is the owner of a residential property whose address is ; 521 Cowpath Rd, Telford, Pa 18969

4) At times relevant herein, Plaintiff is informed and believe that the defendants, GMAC Mortgage, LLC is a Limited Liability Company, Corporations or Limited Liability Partnership doing business in Montgomery County, State of Pennsylvania.

5) At all times relevant herein, Plaintiff is informed and believes and thereon alleges that the true names, and identities and capacities, whether individual corporation, association, partnership or otherwise are at this time unknown to Plaintiff who therefore sues said Defendant by such fictitious names and will so amend complaint to show the true names and capacities of such Doe Defendant(s) when the same are ascertained.

6) At all times relevant herin, Defendants are sued and were acting as principal employer, and or agent, servant and employee of the said principal(s) or employee(s), and all of the acts performed by them, or their agents, servants And employees, were performed with the knowledge and under the control of Said principal(s) or employer(s) and all such acts performed by such agents, servants and/or employers, were performed within the course and scope of their authority.

7) Defendant shall identify who or what companies are " The Servicer ",

which companies are the actual "Mortgage Company" , "The Investor(s) and all parties who have an interest in any way to the subject loan". Defendant Shall identify and amend the complaint to show them as defendants and either accept service for the defendants or allow the plaintiff time to amend and serve Additional defendants.

Procedural History & Statement of Facts

8) About May or June 2008, plaintiff contacted a mortgage company, Eagle Nationwide Mortgage Company to refinance a property located at 521 Cowpath Rd, Telford, Pa 18969. Eagle Nationwide Mortgage Company indicated that they would broker the loan to LBA Financial Group. Inc. LBA Financial Group, LLC then Provided disclosures and terms of the loan and the loan closed on July 11,2008.

9)The loan was quickly sold to GMAC Mortgage within a few weeks to 30 days. GMAC Mortgage, LLC has owned the loan And GMAC Mortgage or it's affiliated company d/b/a GMAC Mortgage has serviced the loan since it was purchased from LBA Financial Group, LLC to the best of plaintiffs knowledge.

Additional Statement of Facts & Recent Disputes

10)There have been several issues recently that have been in dispute

with defendant, GMAC Mortgage.

11) On January 11, 2009 GMAC Mortgage sent a notification letter to plaintiff that indicating that there is no insurance on the property and that forced insurance coverage was being charged to the account. GMAC Mortgage, defendant obtained insurance with a premium amount of \$7,261 per year charged the escrow account.

12) This was an illegal and breach of contract by defendant; Defendant is the one who received the invoice and paid for the 1 year insurance policies on 8/1/08 and 9/1/09. Insurance information was also provided again in November 2008 and faxed again in January 2009 by defendant; They failed to document this. This was an absorbitnt amount of money for Insurance that was already paid for by GMAC out of plaintiff's escrow account that was not needed. To date, plaintiff has not received full audit of the escrow account showing a full credit for this, even though it was disputed several times and no response on the last request from June 29, 2009.

13) On February 9, 2009 GMAC completed an escrow analysis (see attached) and would not remove forced insurance, even after providing it again; the escrow letter stated that, "even if the shortage is paid in full, payment would be, \$6,007 even though defendants taxes and insurance were relatively the same or only a marginal difference . How did payment go up over \$400 a month even if paid in full. This is ambiguous and conflicting. This was never disclosed in Truth-In-Lending documents.

14) Kenneth J Taggart then sent a qualified written request dated

April 24,2009 to GMAC Mortgage stating that the escrow portion of the payment was in dispute. Kenneth J Taggart attempted to pay on-line the amount not in dispute of \$5,401.26 but the computer would not accept the payment or anything GMAC Mortgage considered less than full payment; This is in violation of "RESPA - Section 6" of loan servicing. I also failed to receive acknowledgement Of my qualified written request within 20 days as required by RESPA Sec 6. Defendant also failed to provide the name, phone number and extension of a person who can resolve the problem.

15) On May 12,2009 GMAC Mortgage completed another escrow analysis and concluded that the monthly payment was now only going to increase by \$209.00 month (\$2,508.00 Yr), however insurance and taxes were close to the same amount as the prior year or only a marginal increase. The letter returned To plaintiff also stated the wrong address as plaintiff's address had changed as GMAC had not honored the request to change plaintiff's address. GMAC failed to update plaintiff's address change from the April 20,2009 letter requesting address change. I did not receive the May 12,2009 escrow analysis until the beginning of June 2009. Again, GMAC Mortgage refused to accept any payments except what they deemed to be the right payment. Furthermore, they kept charging plaintiff late fees and inspection fees while in dispute in violation of RESPA -Sec 6. They refused to remove any late fees or inspection fees charged while in dispute and would not lower escrow payment or provide valid reason or proof for increase.

16) On May 28,2009 Kenneth J Taggart made a 2nd request for address

6

change. On June 9,2009 GMAC finally acknowledged address change by providing letter to Kenneth J Taggart.

17) On June 2,2009 GMAC sent a foreclosure notice to the wrong address and demanded payment in full with inspection fees and late fees charged while in dispute. I made another attempt via the phone to speak to someone who could remove illegally charged late fees and inspection fees from the account and I would pay all payments that were due even though I was still disputing the \$209.00 month increase. They told me on the phone they could not do this.

18) On June 29,2009 I had sent another qualified written request indicating the escrow calculation was incorrect. GMAC never responded with a 20 day notification or acknowledgement of request. I offered again in July 2009 to pay all payments up to date minus the late fees and inspection fees (while still in dispute) and they indicated there were now court costs or attorney fees added as well as late fees and inspections fees. GMAC indicated that they would only accept payment in full, including all costs they deemed appropriate, or offer a possible modification. I called customer service in the beginning of August 2009 and customer service was going to contact supervisor or management and told me to call back. When I called back, they could not do anything except as previously stated and then told me to call their attorney as it was in their hands.

Defendant failed again to provide the name, phone number and extension of a person who can resolve the issue.

19) When I contacted the attorney and mentioned that GMAC was considering crediting inspection fees and late fees, they told me to call GMAC

Mortgage. It went around and around from there until Kenneth J Taggart was served a Complaint for mortgage foreclosure on August 24, 2009.

20) I then retrieved and reviewed original mortgage documents and disclosures. The escrow agreement disclosure indicates that the escrow Payments per month shall be \$1,231.84. Less than one year later the payment Increased by \$209 mth; this was not disclosed in Truth-In-Lending documents (Taxes & insurance are relatively the same). It is apparent that this was not disclosed prior to or at settlement. Furthermore servicing of the loan was not disclosed properly in the mortgage servicing statement provided at settlement. It states that "We are able to service your loan" and We are not able to service your loan". It also does not disclose the "assign, sell or transfer disclosure properly on page #2.

21) It has also become apparent that the defendant provided two different Truth-In-Lending disclosures one on 7/10/08 with an APR of 7.091% and another on 7/14/08 with an APR of 7.092%.

22) The original Mortgage company, LBA Financial Group, LLC did not extend rescission on 7/14/08 disclosure provided after closing, but before disbursement. Disbursement was on 7/16/08 without giving Kenneth J Taggart a three day rescission period. This is a Truth-In Lending/RESPA violation.

23) The loan fees and escrow page also appear to have fees that were not disclosed prior to settlement. These are TILA & RESPA violations.

24) During the dispute process GMAC Mortgage violated SEC 6 of

RESPA, "The Real Estate Settlement and Procedures Act", by not protecting the credit rating of Kenneth J Taggart while in dispute and charging inspection fees while in dispute. GMAC also failed to provide the name and phone number of someone who can help resolve my problem on several occasions. They also violated the "Fair Debt Collection Practices Act" (FDCP) and "The Fair Credit Reporting Act" (FCRA). It has become apparent that RESPA was willfully violated on several occasions. There are also violations of State law, The Pennsylvania Unfair Trade Practice and Consumer Protection Act (UTPCPL).

25) GMAC has disregarded the law and has made no attempt to resolve this and has shown no regard for consumer whatsoever.

26) Kenneth J Taggart requests that an injunction be issued against GMAC Mortgage to refrain from reporting and late payments, derogatory information or foreclosure information to the credit bureaus or any other party that would have need to use the payment history. This is currently causing "Defamation of Character" against Kenneth J Taggart.

27) In providing evidence of Truth-In-Lending & RESPA origination laws as well as RESPA Sec 6 servicing laws, Fair Debt Collection Practices and The Fair Credit Reporting Act. Kenneth J Taggart would like to motion to the court to Quiet title "dismiss all charges with prejudice" against Kenneth J Taggart. GMAC Mortgage filed an illegal foreclosure and should be dismissed.

28) Kenneth J Taggart would like to motion for the loan to be rescinded under violations of The Truth-In-Lending Act as well as the Real Estate

Settlement and Procedures Act.

29) If the motion is not granted for any reason, a stay is requested for the foreclosure action on 521 Cowpath Rd; Telford, Pa 18969. The stay is requested until all litigation is been exhausted.

30) GMAC's foreclosure complaint should be "dismissed with prejudice" for lack of subject matter. GMAC refused to resolve simple escrow and payment issues. Furthermore, Truth-In-Lending and RESPA violations have also become Apparent and loan should be rescinded.

FIRST CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows:

31) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

32) Defendant(s) charged undisclosed fees to Plaintiff. Defendant(s) charged Plaintiff unearned fees at closing without prior disclosure.

33) Defendant(s) violated " The Real Estate Settlement and Procedures Act" by not disclosing all fees and charges prior to settlement. RESPA 24 CFR 3500.14, 12 U.S.C. 2607

34) Defendant(s), and each of them, committed the acts herin alleged

maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a dispicable, deliberate, cold, callous and intentional mannor thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

35) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

36) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS
PRAYED

SECOND CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows:

37) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein

38) Defendant(s) failed to provide all mortgage documents and HUD 1 statement at least 24 hours prior to settlement.

39) Defendant(s) violated the " Real Estate Settlement and Procedures Act" RESPA 3500.10, 12 U.S.C. 2603

40). Defendant(s), and each of them, committed the acts herin alleged

maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manner thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

41) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

42) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

THIRD CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows:

43) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

44) Defendant(s) failed to provide all disclosures 3 days after application.

24 CFR 3500.7

45) Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's

rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

46) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

47) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

FOURTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

48) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

49) Defendant(s) failed to disclose the payment schedule per "Regulation Z " 12 C.R.F. 226.18(g) Creditors must disclose the number, amounts, and timing of payments scheduled to repay the obligation.

50) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man

or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

51) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

52) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

FIFTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

53) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

54) Defendant(s) failed to disclose the total payments, using that term, and a descriptive explanation such as " The amount you will have paid when you have made all scheduled payments". 12 C.F.R. 226.18(h). The total payments
& the sum of the payments disclosed 12 C. F. R. 226.18(g).

55) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and

was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

56) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

57) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

SIXTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

58) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

59) Defendant failed to provide proper disclosures under the " Home Owners equity Protection Act" (HOEPA). The defendant(s) failed to deliver to the consumer special HOEPA disclosure notice at least three days prior to closing of the loan. 15 U.S.C. 1639(b); 12 C.F.R. 226.31 (c)

60) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

61) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

62) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

SEVENTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

63) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

64) Defendant failed to provide proper disclosures under the " Home Owners equity Protection Act" (HOEPA). The defendant(s) failed to provide notice that " The consumer need not enter into the loan, and if he does enter

the loan, he could loose his home and any money as put in it."

15 U.S.C. 1639(a); 12 C.F.R. 226.32(c)

65) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

66) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

67) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

EIGHTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

68) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

69) Defendant(s) failed to provide to Plaintiff HOEPA notices that include:
an accurate statement of APR, monthly payments, and a maximum payment
amount on variable rate loans. 15 U.S.C. 1639 (a)(2); 12 C.F.R. 226.32(c)(2)-(4)

Defendants failed to provide HOEPA disclosure to Plaintiff that must
state the total amount borrowed. 12 C.F.R. 226.32(c)(3)-2.

70) Defendant(s), and each of them, committed the acts herein alleged
maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's
rights. Conduct by the Defendants, and each of them, amounted to malice and
was carried out in a despicable, deliberate, cold, callous and intentional manner
or thereby entitling Plaintiff to recover punitive damages from the Defendant in
an amount according to proof.

71) Plaintiff is informed and believes that as a further result of
Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to
be proven at trial.

72) Plaintiff is informed and believes and thereon alleges that as a
result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe
emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS
PRAYED

NINTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR

RELIEF for Intentional Misrepresentation against Defendants, allege as follows

73) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

74) Defendant failed to disclose the loan term(s) throughout the loan when the rate or payment amount is changed. 12 C.F.R. 226.20

75) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

76) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

77) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TENTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR

RELIEF for Intentional Misrepresentation against Defendants, allege as follows

78) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

79 Defendant failed to provide proper disclosures under the " Home Owners equity Protection Act" (HOEPA). The defendant(s) failed to deliver to the consumer special HOEPA disclosure notice at least three days prior to closing of the loan. 15 U.S.C. 1639(b); 12 C.F.R. 226.31 (c)

80) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

81) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

82) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

ELEVENTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR

RELIEF for Intentional Misrepresentation against Defendants, allege as follows

83) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

84) Defendant failed to provide and disclose all terms of the loan at the time of mortgage application in violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1, 73 P.S. 201-9.2.

85) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

86) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

87) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWELTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR

RELIEF for Intentional Misrepresentation against Defendants, allege as follows

88) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

89) Defendant failed to provide and disclose all fees and cost of the loan at the time of mortgage application in violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1, 73 P.S. 201-9.2.

90) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

91) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

92) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

THIRTEENTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR

RELIEF for Intentional Misrepresentation against Defendants, allege as follows

93) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

94) Defendant failed to provide and disclosures all fees and cost of the loan at least 3 days prior to closing of the loan. "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1, 73 P.S. 201-9.2.

95) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

96) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

97) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

FOURTEENTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR

RELIEF for Intentional Misrepresentation against Defendants, allege as follows

98) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

99) Defendant failed to provide closing documents and Hud 1 statement at least 24 hours prior to closing of the loan. "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1, 73 P.S. 201-9.2.

100) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

101) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

102) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

FIFTEENTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR

RELIEF for Intentional Misrepresentation against Defendants, allege as follows

103) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

104) Defendant(s) failed to disclose the payment schedule per "Creditors must disclose the number, amounts, and timing of payments scheduled to repay the obligation. "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1,73 P.S. 201-9.2.

105) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

106) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

107) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

SIXTEENTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR

RELIEF for Intentional Misrepresentation against Defendants, allege as follows

108) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

109) Defendant(s) failed to disclose the total payments, using that term, and a descriptive explanation such as " The amount you will have paid when you have made all scheduled payments. "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1,73 P.S. 201-9.2.

110) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

111) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

112) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

SEVENTEENTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR

RELIEF for Intentional Misrepresentation against Defendants, allege as follows

113) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

114) Defendant failed to provide proper disclosures under the " Home Owners equity Protection Act" (HOEPA). The defendant(s) failed to deliver to the consumer special HOEPA disclosure notice at least three days prior to closing of the loan. . "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1,73 P.S. 201-9.2.

115) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

116) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

117) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

EIGHTEENTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR

RELIEF for Intentional Misrepresentation against Defendants, allege as follows

118) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

119) Defendant failed to provide proper disclosures under the " Home Owners equity Protection Act" (HOEPA). The defendant(s) failed to provide notice that " The consumer need not enter into the loan, and if he does enter the loan, he could loose his home and any money as put in it." "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1,73 P.S. 201-9.2

120) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

121) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

122) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

NINETEENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

123) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

124) Defendant failed to disclose the loan term(s) throughout the loan when the rate or payment amount is changed "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1,73 P.S. 201-9.2.

125) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

126) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

127) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWENTIETH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

128) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

129) Plaintiff disputed the payment history, payments credited as well as payment amount several times and defendant failed to follow the procedure under " The Fair Credit Reporting Act".

130) Defendant(s) failed to report to the Credit Bureaus that the loan was in dispute, failed to make a consumer report disclosure, reported inaccurate information to the credit bureaus, and damaged the character of the plaintiff.

131) 4/09, 5/09,6/09,7/09,8/09 & 9/09 Defendant(s) failed to report the account as "In Dispute" with the credit Bureaus.

132). 4/09, 5/09,6/09,7/09,8/09 & 9/09 refused to credit payments as required.

133). 4/09, 5/09,6/09,7/09,8/09 & 9/09 reported inaccurate and Derogatory information while in dispute in violation of "The Fair Credit Reporting Act". 15 U.S.C. 1681

134) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in

an amount according to proof.

135) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

136) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWENTY FIRST CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

137) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

138) Plaintiff disputed the payment history, payments credited, as well as payment amount several times and defendant failed to follow the procedure under " Real Estate Settlement and Procedures Act". Defendant(s) failed to report to the Credit Bureaus that the loan was in dispute, failed to make a consumer report disclosure, reported inaccurate information to the credit bureaus, and damaged the character of the plaintiff.

139) 4/24/09 & 6/29/09 in writing as well as several times via the phone

defendant(s) failed to provide the name, person, and phone number who can resolve the dispute. Refused and failed to credit payments as required.

140) reported inaccurate and derogatory information while in dispute in violation of Section six of "The Real Estate Settlement and Procedures Act". 12 U.S.C. 2605. Defendant(s) failed to protect the credit rating of the Plaintiff during the 60 day protection period while in dispute 4/09, 5/09, 6/09, 7/09, 8/09 & 9/09 .

141) Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manner or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof

142) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

143) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS

TWENTY SECOND CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

144) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

145) Plaintiff disputed the payment history, payments credited as well as payment amount several times and defendant failed to follow the procedure under " Fair Debt Collections Practices Act". Defendant(s) failed to report to the Credit Bureaus that the loan was in dispute, failed to make a consumer report disclosure, reported inaccurate information to the credit bureaus, and damaged the character of the plaintiff.

146). Defendant(s) failed on 4/09, 5/09,6/09,7/09,8/09 & 9/09 to report to credit bureaus "As Disputed". Section 807(f) 15 U.S.C. 1601, 15 U.S.C. 1692 ,1692-1622p

147). Defendant on failed to credit Plaintiff's payments as required on 4/09, 5/09,6/09,7/09,8/09 & 9/09.

148). 4/09, 5/09,6/09,7/09,8/09 & 9/09 . reported inaccurate and derogatory information while in dispute in violation of "The Fair Debt Collection Practices Act" Sec 809(b) Defendant(s) failed to protect the credit rating of the Plaintiff without validating debt and while in dispute .15 U.S.C. 1601, 15 U.S.C. 1692 1692-1622p

149) Defendant(s) continued collection activity and reported Misinformation to credit bureaus even when debt was not validated. "Fair Debt

Collection Practices Act"809(b).

150) Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manner and thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof

151) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

152) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWENTY THIRD CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

153) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

154) Plaintiff is the owner in fee of title to property commonly known as:

521 Cowpath Rd. Defendant(s) claim and assert interest in the above described real property which are adverse to plaintiff. The claims of defendants are based on the deeds of trust.

155) The deeds of trust are invalid and void as to Plaintiff's property because Plaintiff is entitled to offsets against the promissory notes that are secured by deeds of trust, and these offsets are greater in amount than the sum that would otherwise be due under the promissory notes, and/or Plaintiff is Defendant(s) claim to entitled to rescission of the promissory notes and deeds of trust such that Defendant's claim to the property is released.

156). Plaintiff seeks to Quiet Title as of the date this complaint is filed.

157) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

158) Defendant(s), and each of them, committed the acts herin alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable , deliberate, cold, callous and intentional man or thereby entitling Plaintiff to recover punitive damages from the Defendant in

an amount according to proof

159) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

160) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWENTY FOURTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

161) Plaintiff repeats and repleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

162) Plaintiff is the owner in fee of title to property commonly known as: 521 Cowpath Rd, Telford, Pa 18966. Defendant(s) contends that that a breach of obligation secured by the deed of trust has occurred in that contends that he is able to retain possessory rights to the property based on the willful intentions to mislead, neglect, lack of material disclosure, as well as other violations of the law throughout the loan application process

and servicing.

163) Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manner or thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

164) Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

165) Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

ALL FOR WHICH PLAINTIFF PRAY AS FOLLOWS:

On all Claims for Relief:

- 1. Compensatory Damages in an amount to be proven at trial;**
- 2. General Damages in the amount in excess of \$500,000 or to be proven at trial;**
- 3. Punitive Damages in the amount in excess of \$500,000 or to be proven at trial;**
- 4. Statutory Damages in the amount to be proven at trial;**
- 5. Special Damages in the amount to be proven at trial;**

6. Treble Damages in the amount to be proven at trial;
7. Rescission of Loan;
8. Cost of suit;
9. Attorneys fees; and,
10. Such other relief as the court deems just and proper.

Dated September 14, 2009

Kenneth J Taggart


Plaintiff

Pro Se

April 20, 2009
Kenneth Taggart
45 Heron Rd
Holland, Pa. 18966

GMAC Mortgage
P.O. Box 4622
Waterloo, IA 50704-4622

RE: Loan ~~XXXXXXXXXX~~ *Redacted*

521 Cowpath Rd
Telford, Pa 18969

Address Change

Dear Customer Service,

Please change my address my mailing address and email address to:

New Address;

Kenneth J Taggart
45 Heron Rd
Holland, Pa. 18966

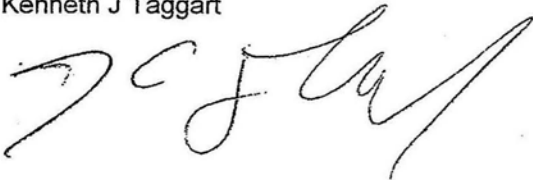
email address: appraisal1s@verizon.net

Please make the following changes as soon as possible. If you have any
questions you may contact me at ~~717-831-XXXX~~ or my new mailing address.

Redacted

Thank You

Kenneth J Taggart



May 28, 2009
Kenneth Taggart
45 Heron Rd
Holland, Pa. 18966

GMAC Mortgage
P.O. Box 4622
Waterloo, IA 50704-4622

RE; Loan #~~XXXXXXXXXX~~ *Redacted*

521 Cowpath Rd
Telford, Pa 18969

Address Change

Dear Customer Service,

This is the 2nd request for mailing address change as well as email address change. Please change my mailing address to:

New Address;

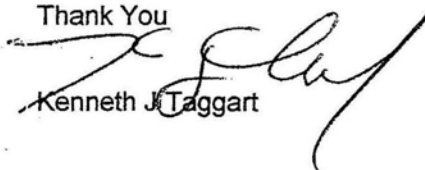
Kenneth J Taggart
45 Heron Rd
Holland, Pa. 18966

email address: appraisal1s@verizon.net

Please make the following changes as soon as possible. If you have any questions you may contact me at ~~XXXXXXXXXX~~ or my new mailing address.

Redacted

Thank You


Kenneth J Taggart

AZ

FEASTERVILLE-TREVOSE BRANCH
FEASTERVILLE, Pennsylvania
190539997

05/28/2009 4165410247 -0096 12:26:12 PM
(800)275-8777

Product Description	Sale Qty	Unit Price	Final Price
WATERLOO IA 50704			\$4.95
Zone-5 Priority Mail			
0.90 oz.			
Delivery Confirmation			\$0.70
Label #:	03082040000022416576		
Issue PVI:			\$5.65

Total: \$5.65

Paid by:
Cash \$10.00
Change Due: -\$4.35

Order stamps at USPS.com/shop or call
1-800-Stamp24. Go to USPS.com/clicknship
to print shipping labels with postage.
For other information call 1-800-ASK-USPS.

Bill #: 1000403387532
Clerk: 36

All sales final on stamps and postage
Refunds for guaranteed services only
Thank you for your business

HELP US SERVE YOU BETTER

Go to: <http://gx.gallup.com/pos>

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

YOUR OPINION COUNTS

Customer Copy

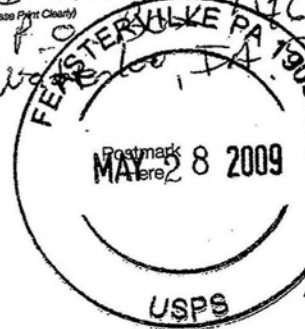
U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

GMAC Mortgage
P.O. Box 14622
Feasterville, PA 19053

DELIVERY CONFIRMATION NUMBER: 2040 0000 2241 6576



POSTAL CUSTOMER:
Keep this receipt. For Inquiries:
Access internet web site at
www.usps.com
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)

- ☒ Priority Mail™ Service
☐ First-Class Mail® parcel
☐ Package Services parcel

(See Reverse)

PS Form 152, May 2002

A3

ITEMIZATION OF AMOUNT FINANCED

Creditor:

LBA FINANCIAL GROUP, LLC
1681 KENNETH ROAD
YORK, PA 17408

Property Address:

521 Cowpath road
Telford, PA 18969

Loan Number: ~~Redacted~~

Preparation Date: July 11, 2008

Borrower(s):

KENNETH TAGGART

Mailing Address:

521 Cowpath road
Telford, PA 18969

Sales Price: \$ N/A

Loan Amount: \$ 659,648.00

THIS FORM DOES NOT COVER ALL ITEMS YOU WILL BE REQUIRED TO PAY IN CASH AT SETTLEMENT. FOR EXAMPLE, DEPOSIT IN ESCROW FOR REAL ESTATE TAXES AND INSURANCE. YOU MAY WISH TO INQUIRE AS TO THE AMOUNTS OF SUCH OTHER ITEMS. YOU MAY BE REQUIRED TO PAY OTHER ADDITIONAL AMOUNTS AT SETTLEMENT.

	Service/Provider	Estimated Charges	
Amount Given to You Directly			626,374.68
Amount Paid on Your Account			1,924.80
1001 Hazard Insurance Reserves		283.34	
1004 County Property Taxes Reserves		643.98	
1005 Annual Assessments Reserves		1,426.84	
1099 Aggregate Accounting Adjustment		-429.36	
Amount Paid to Others on Your Behalf			3,887.88
1003 Appraisal Fee Paid To norm Rader		600.00	
1106 incoming wire fee Paid To SUBURBAN ABSTRACT AFFILIATES		25.00	
1108 Title Insurance Paid To SUBURBAN ABSTRACT AFFILIATES		3,112.88	
1111 Endorsement Fee Paid To SUBURBAN ABSTRACT AFFILIATES		150.00	
Amount Financed			632,187.36

~~Redacted~~

A4

TRUTH IN LENDING DISCLOSURE STATEMENT (RESPA Transactions)

Redacted

CREATOR: LBA FINANCIAL GROUP, LLC
PROPERTY: 521 Cowpath road, Telford, PA 18969

Loan No.: ~~7847-40~~
FHA/VA Case No.: ~~7847-40~~

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 7.092 %	The dollar amount the credit will cost you. \$ 884,573.35	The amount of credit provided to you or on your behalf. \$ 632,187.36	The amount you will have paid after you have made all payments as scheduled. \$ 1,516,760.71	The total cost of your purchase on credit, including your downpayment of. \$ N/A \$ N/A

Your Monthly payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due
11	4,438.84	09/01/2008						
11	4,435.72	09/01/2009						
11	4,432.39	09/01/2010						
11	4,428.84	09/01/2011						
11	4,425.06	09/01/2012						
209	4,169.42	09/01/2013						
11	4,173.93	08/01/2038						

360
Supposed to be added up & totaled
changed

Construction Loan: ☐ If checked, this loan provides for interest-only payments during the construction period. Beginning you will make periodic interest-only payments during the construction period, followed by payments of principal and interest as scheduled above.

Variable Rate: ☐ If checked, this loan contains a variable rate feature. ☐ Disclosures about the variable rate feature were provided to you earlier ☐ Disclosures about the variable rate feature are provided in the attached Variable Rate Disclosure Addendum.

Assumption: Someone buying your property ☐ cannot, unless otherwise provided by federal law, ☒ may, subject to conditions, be allowed to assume the remainder of the loan on the original terms.

Security: You are giving a security interest in: 521 Cowpath road, Telford, PA 18969
☐ the property being purchased ☒ your property.

Late Charge: If a payment is not received by the end of 15 days after the date it is due, you will be charged 4.000% of the overdue ☒ payment ☐ payment of principal and interest (or interest if your payment consists only of interest), but not less than U.S. \$N/A and not more than U.S. \$N/A.

Prepayment: If you pay this loan early you ☐ may ☒ will not have to pay a penalty ☒ If you pay off an FHA insured loan, on a date other than the regular installment date, you may be assessed interest charges until the end of the month. You ☒ may be or ☐ will not be entitled to a refund of part of the finance charge.

Deposit: ☐ If checked, the annual percentage rate does not take into account your required deposit.

Demand: ☐ If checked, this loan has a demand feature.

See your contract documents for any additional information about non-payment, default, any required payment in full before the scheduled date, and any prepayment refunds.

7/14/2008 10:02:05 AM

Truth in Lending Disclosure Statement (RESPA Transactions) (Multistate)

—THE COMPLIANCE SOURCE, INC.—
www.compliance-source.com

Page 1 of 2

02061M1 07/00 Rev. 01/06
©2006 The Compliance Source, Inc.

Redacted

AS

TRUTH IN LENDING DISCLOSURE STATEMENT (RESPA Transactions)

CREDITOR: LBA FINANCIAL GROUP, LLC
PROPERTY: 521 Cowpath road, Telford, PA 18969

Loan No.: ~~REDACTED~~

FHA/VA Case No.: ~~REDACTED~~ 503

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit is a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of
7.091%	\$ 884,493.35	\$ 632,267.36	\$ 1,516,760.71	\$ N/A \$ N/A

Your Monthly payment schedule will be:

Number of Payments	Amount of Payments	When payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due
12	4,438.84	09/01/2008						
12	4,435.72	09/01/2009						
12	4,432.39	09/01/2010						
12	4,428.84	09/01/2011						
12	4,425.06	09/01/2012						
299	4,169.42	09/01/2013						
1	4,173.93	08/01/2038						

Charged

supposed to be added up + totaled

- Construction Loan:** ☐ If checked, this loan provides for interest-only payments during the construction period. Beginning you will make periodic interest-only payments during the construction period, followed by payments of principal and interest as scheduled above.
- Variable Rate:** ☐ If checked, this loan contains a variable rate feature. ☐ Disclosures about the variable rate feature are provided in the attached Variable Rate Disclosure Addendum.
- Assumption:** Someone buying your property ☐ cannot, unless otherwise provided by federal law, ☒ may, subject to conditions, be allowed to assume the remainder of the loan on the original terms.
- Security:** You are giving a security interest in: 521 Cowpath road, Telford, PA 18969
☐ the property being purchased ☒ your property.
- Late Charge:** If a payment is not received by the end of 15 days after the date it is due, you will be charged 4.000% of the overdue ☒ payment ☐ payment of principal and interest (or interest if your payment consists only of interest), but not less than U.S. \$N/A and not more than U.S. \$N/A.
- Prepayment:** If you pay this loan early you ☐ may ☒ will not have to pay a penalty. ☒ If you pay off an FHA insured loan, on a date other than the regular installment date, you may be assessed interest charges until the end of the month. You ☒ may be or ☐ will not be entitled to a refund of part of the finance charge.
- Deposit:** ☐ If checked, the annual percentage rate does not take into account your required deposit.
- Demand:** ☐ If checked, this loan has a demand feature

See your contract documents for any additional information about non-payment, default, any required payment in full before the scheduled date, and any prepayment refunds.

7/10/2008 2:20:52 PM

Truth In Lending Disclosure Statement (RESPA Transactions) (Multistate)

—THE COMPLIANCE SOURCE, INC.—
www.compliancesource.com

Page 1 of 2

02001MU 07/99 Rev. 01/06
©2006, The Compliance Source, Inc.

Redacted

AG

June 29, 2009
Kenneth Taggart
45 Heron Rd
Holland, Pa 18966

GMAC Mortgage
P.O. Box 4622
Waterloo, IA. 50704-4622

RE; Loan : ~~REDACTED~~ *Redacted*

521 Cowpath Rd
Telford, Pa 18969

I am redisputing the amount of the monthly payment as appears to be high for the escrow portion of the loan. I payment indicated is too high for escrow. Please complete analysis of the escrow account and payment and send me complete information on the loan.

Kenneth J Taggart





EH 881797709 US

MAIL
UNITED STATES POSTAL SERVICE®

Label 170, March 2007

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code 19053	Day of Delivery <input type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day	Postage \$ 17.50
Date Accepted 6-17-09	Scheduled Date of Delivery Month 6 Day 30	Return Receipt Fee \$
Mo. Day Year 6-17-09	Scheduled Time of Delivery <input type="checkbox"/> Noon <input checked="" type="checkbox"/> 3 PM	COD Fee \$
Time Accepted <input type="checkbox"/> AM <input type="checkbox"/> PM	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight It s. ozs.	Int'l Alpha Country Code	Total Postage & Fees \$ 17.50
		Acceptance Emp. Initials 15

FROM: (PLEASE PRINT)

PHONE ()

Kenn T. Agnew
500 N. Main St.
P.O. Box 112566

FOR PICKUP OR TRACKING

Visit www.usps.com

Call 1-800-222-1811



DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	Employee Signature
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Delivery Attempt	Time	Employee Signature
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Delivery Date	Time	Employee Signature
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT

Express Mail Corporate Acct. No.

Federal Agency Acct. No. or

Postal Service Acct. No.

NO DELIVERY

☐ Weekends ☐ Holiday ☐ Mailer Signature

TO: (PLEASE PRINT)

PHONE ()

6040 N. Main St.
P.O. Box 1122
Lancaster, PA

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES)

5 2 7 0 4 + 4 6 2 2

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

FEASTERVILLE-TREVOSE BRANCH
FEASTERVILLE, Pennsylvania
190539997
4155410247 -0098
(800)275-8777 03:34:58 PM
06/29/2009

Product Description	Sale Unit	Qty	Unit Price	Final Price
WATERLOO 1A 50704				\$17.50
Zone-5 Express Mail				
P0-Add Flat Rate				
1.50 oz.				

Label #: EH881797709US
Next Day 3PM / Normal Delivery
Signature Requested

Issue PVI:

=====

\$17.50

Total:

\$17.50

Paid by:

Cash

\$18.00

Change Due:

-\$0.50

Order stamps at USPS.com/shop or call
1-800-Stamp24. Go to USPS.com/clickship
to print shipping labels with postage.
For other information call 1-800-ASK-USPS.
Bill #: 1000202860465
Clerk: 30

All sales final on stamps and postage
Refunds for guaranteed services only
Thank you for your business

HELP US SERVE YOU BETTER

Go to: <http://gx.gallup.com/pos>

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

YOUR OPINION COUNTS

A8

[Contact Us](#) | [Log Off](#)

GMAC Mortgage

Friday April 24, 2009

[View Account Statement](#)

[View Account Summary](#)

[Payment Services](#)

[Update email/Banking](#)

[Online Bill Payment Demo](#)

[Frequently Asked Questions](#)

[Terms And Conditions](#)

Make A Payment Today

Transactions entered before 3:00 p.m. ET will be posted today. Transactions entered between 3:00 p.m. and 12:00 a.m. ET will be posted to your account the following business day. These payments will be effective dated back to the previous business day.

If you are scheduling a transaction on a non-business day, it will be posted on the next business day.

Please select the GMAC Mortgage account you wish to make a payment:

Redacted

[View](#)

Account Number	Amount Due	Due Date	
0602083957	\$6,669.09	APR 01, 2009	KENNETH TAGGART PO BOX 411 TELFORD PA, 18969-0411

Payment Information - Current As Of APR 22, 2009

Due Date	Outstanding	Late Charge	Payment	Total Amount Due
APR 01, 2009	\$864.20		\$6669.09	\$7800.05

Please Assist GMAC Mortgage in Applying Your Payments

Number of Full Payments	1	\$ 6669.09
Additional Principal		\$0.00
Additional Escrow		\$0.00
Late Charge		\$0.00
Other Fees		\$0.00
Total Amount to be Debited		\$6669.09

*If you select a payment date beyond your grace period, you may incur a late charge.

Payment Date	Payment Account
04/24/2009	Checking <i>Redacted</i>
	Submit



©2006 GMAC Financial. All rights reserved.

4/24/09

A10

| Contact Us | Log Off |

GMAC Mortgage

Friday, April 24, 2009

[View Account Statement](#)

[View Account Summary](#)

[Payment Services](#)

[Update email/Banking](#)

[Online Bill Payment Demo](#)

[Frequently Asked Questions](#)

[Terms And Conditions](#)

Make A Payment Today

Transactions entered before 3:00 p.m. ET will be posted today. Transactions entered between 3:00 p.m. and 12:00 a.m. ET will be posted to your account the following business day. These payments will be effective dated back to the previous business day.

If you are scheduling a transaction on a non-business day, it will be posted on the next business day.

Please select the GMAC Mortgage account you wish to make a payment:


Redacted  [View](#)

Account Number	Amount Due	Due Date	
0602083957	\$6,669.09	APR 01, 2009	KENNETH TAGGART PO BOX 411 TELFORD PA, 18969-0411

Payment Information - Current As Of APR 22, 2009

Due Date	Outstanding	Late Charge	Payment	Total Amount Due
APR 01, 2009	\$864.20		\$6669.09	\$7800.05

Please Assist GMAC Mortgage in Applying Your Payments

Number of Full Payments	1 	\$ 6669.09
Additional Principal		\$0.00
Additional Escrow		\$0.00
Late Charge		\$0.00
Other Fees		\$0.00
Total Amount to be Debited		\$6669.09

*If you select a payment date beyond your grace period, you may incur a late charge.

Payment Date	Payment Account	
04/24/2009	Checking <i>Redacted</i>	Submit



©2006 GMAC Financial. All rights reserved.

4/24/09

A12

ORIGIN (POSTAL SERVICE USE ONLY)					
PO ZIP Code		Day of Delivery		Postage	
		<input type="checkbox"/> Next <input checked="" type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day		\$	
Date Accepted		Scheduled Date of Delivery		Return Receipt Fee	
		Month Day		\$	
Mo.	Day	Year	Scheduled Time of Delivery		
Time Accepted			COD Fee		Insurance Fee
<input type="checkbox"/> AM <input type="checkbox"/> PM			\$		\$
			Total Postage & Fees		
Flat Rate <input type="checkbox"/> or Weight			Int'l Alpha Country Code		Acceptance Emp. Initials
lbs. czs.					

FROM: (PLEASE PRINT) PHONE ()

FOR PICKUP OR TRACKING

Visit **www.usps.com**

Call 1-800-222-1811



UNITED STATES POSTAL SERVICE®

Post Office To Addressee

DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time <input type="checkbox"/> AM	Employee Signature
Mo. Day	<input type="checkbox"/> PM	
Delivery Attempt	Time <input type="checkbox"/> AM	Employee Signature
Mo. Day	<input type="checkbox"/> PM	
Delivery Date	Time <input type="checkbox"/> AM	Employee Signature
Mo. Day	<input type="checkbox"/> PM	

A circular postmark from San Diego, CA, dated APR 24 2009. The text "San Diego, CA" is curved along the top inner edge, and "APR 24 2009" is in the center.

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No.

10

Federal Agency Acct. No. or
Postal Service Acct. No.☐ NO DELIVERY

TO: (PLEASE PRINT)

PHONE : (

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

USPS SOUTHAMPTON
SOUTHAMPTON, Pennsylvania
189669998
4144060066 -0096
04/24/2009 (800)275-8777 09:53:32 AM

Product Description	Sales Receipt Sale Unit Qty Price	Final Price
LOUISVILLE KY 40290		\$17.50
Zone-4 Express Mail		
PO-Add Flat Rate		
1.00 oz.		
Label #:	EH391442644US	
2nd Delivery Day Noon / Normal		
Delivery		
Signature Waived		

Issue PVI: \$17.50

Total: \$17.50

Paid by:
Cash \$20.00
Change Due: -\$2.50

Order stamps at USPS.com/shop or call
1-800-Stamp24. Go to USPS.com/clicknship
to print shipping labels with postage.
For other information call 1-800-ASK-USPS.

Bill#: 1000404269036
Clerk: 09

All sales final on stamps and postage
Refunds for guaranteed services only
Thank you for your business

HELP US SERVE YOU BETTER

Go to: <http://gx.gallup.com/pos>

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

YOUR OPINION COUNTS

Customer Copy

4/24/09

A14

Waterloo, IA 50704-0780

Date: 06/02/09

ACT 6 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

HOME OWNER'S NAME(S): KENNETH TAGGART
ADDRESS: 521 COWPATH ROAD
TELFORD PA 18969
LOAN ACCT. NO.: ~~REDACTED~~ Redacted

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at: 521 COWPATH ROAD TELFORD PA 18969 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 04/01/09 through 06/01/09. See attached Exhibit for payment breakdown.

Monthly Payments	\$ 16836.75
Late Charges	\$ 1313.18
NSF	\$ 0.00
Inspections	\$ 11.25
Other (Default Expenses and Fees)	\$ 0.00
Optional Insurance	\$ 0.00
Suspense	\$ 0.00
TOTAL AMOUNT PAST DUE:	\$ 18161.18

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 18161.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.

Payments must be made either by cash, cashier's check or certified check made payable and sent to:

GMAC Mortgage, LLC
ATTN: Payment Processing
PO Box 780

Waterloo, IA 50704-0780

A15

GMAC Mortgage

June 9, 2009

Kenneth Taggart
45 Heron Rd
Holland PA 18966

RE: Account Number ~~REDACTED~~ *Redacted*
Property Address 521 Cowpath Road
Telford PA 18969

Dear Kenneth Taggart:

This letter is in response to your mailing address and email address request on the above-referenced account.

Please be advised we have updated your mailing address.

To update your email address, please complete the following steps.

- 1) Go to our website, www.gmacmortgage.com.
- 2) View your current email address under the Welcome Banner of My Account page.
- 3) Click edit to change the email address.
- 4) Update the email address and click on submit.

If you have any further questions, please contact Customer Care at 1-800-766-4622 during the following hours Monday – Friday 6:00 am-10:00 pm CT and Saturday 9:00 am-1:00 pm CT.

Customer Care
Loan Servicing

TN

GMAC Mortgage

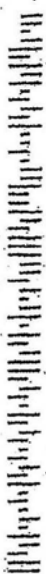
3451 Hammond Ave
Waterloo, IA 50704

DROP SHIPMENT
AUTHORIZATION 44
MAILED AT CEDAR RAPIDS IA
PRESORTED FIRST CLASS



UNITED STATES POSTAGE
02 1M
0004246642 JUN 10 2009
MAILED FROM ZIP CODE 50702
\$00.357
PRIORITY MAIL

D-111111 111111



A12



3451 Hammond Avenue
Waterloo, IA 50702
1-800-766-4622/Follow the Prompts

Important Note: In accordance with RESPA requirements, this notice is being sent as a result of the review completed on your escrow account.

**INITIAL ESCROW ACCOUNT
DISCLOSURE STATEMENT**

83833-0000123-001
KENNETH TAGGART
PO BOX 411
TELFORD PA 18969-0411

ACCOUNT NUMBER: ~~XXXXXXXXXX~~

PROPERTY ADDRESS: *Redacted*
521 COWPATH ROAD
TELFORD PA 18969

ANALYSIS DATE: MAY 12, 2009

PLEASE KEEP THIS ESCROW ANALYSIS FOR COMPARISON TO NEXT YEAR'S STATEMENT.

Section 1:

DESCRIPTION	NEXT DUE DATE	ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT	AMOUNT(S) USED IN PRIOR ANALYSIS
FHA RISK BASED	APRIL 2009	269.42	0.00
FHA RISK BASED	MAY 2009	269.42	0.00
FHA RISK BASED	JUNE 2009	269.42	0.00
FHA RISK BASED	JULY 2009	269.42	0.00
FIRE	AUGUST 2009	978.00	0.00
FIRE	AUGUST 2009	925.00	0.00
FHA RISK BASED	AUGUST 2009	269.42	0.00
SCHOOL	AUGUST 2009	8,389.77	0.00
FHA RISK BASED	SEPTEMBER 2009	269.42	0.00
FHA RISK BASED	OCTOBER 2009	269.42	0.00
FHA RISK BASED	NOVEMBER 2009	269.42	0.00
FHA RISK BASED	DECEMBER 2009	269.42	0.00
FHA RISK BASED	JANUARY 2010	269.42	0.00
FHA RISK BASED	FEBRUARY 2010	269.42	0.00
FHA RISK BASED	MARCH 2010	269.42	0.00
CITY/TOWNSHIP	MARCH 2010	1,280.22	0.00
TOTAL ANNUAL DISBURSEMENTS:		14,806.03	0.00
TOTAL ESCROW PAYMENT:		1,233.83	1,231.84

The amounts above are based on either an estimate previously provided or the amount last disbursed.

NOTE: If you pay the escrow shortage amount of \$2,508.02, your new total payment will automatically be adjusted to \$5,403.25 effective with your APRIL 01, 2009 payment. If you do not pay the shortage, your total payment effective APRIL 01, 2009 will be \$5,612.25.

Payment change:	New	Prior Analysis
Escrow	1,233.83	1,231.84
Surplus/Shortage	208.00	0.00
Escrow Shortage Spread 12 Months		
Total	1,442.83	1,231.84
Principal/Interest	4,169.42	4,169.42
Total Payment	5,612.25	5,401.26

Depending on the timing of when your next billing notice is released, you may not see the payment change until the following billing notice.

For details about the difference between the old and new payment amounts, please reference the ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT and AMOUNT(S) USED IN PRIOR ANALYSIS columns listed above.

**Any questions regarding changes in the "Estimated Amount of Next Disbursement" should be directed to your Tax Authority and/or Insurance Company.
To reach our insurance department call: 1-800-256-9962.**

By sending your check, please be aware that you are authorizing us to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on the check. This electronic debit will be for the amount of your check.

If you are utilizing a military allotment, or third-party company to make payments on your behalf, please notify your service of any payment changes.

NOTE — you must use the below address when remitting your escrow shortage payment

THIS COUPON MUST ACCOMPANY YOUR ESCROW SHORTAGE PAYMENT

(A-18)

(A-18)

880-0680-1200F

ANALYSIS TYPE: 1/6 AGGREGATE
PROJECTED ESCROW BALANCE AS OF: MARCH 31, 2009

ACCOUNT NUMBER: ~~XXXXXXXXXX~~
4,891.52 * *Redacted*

* Projected balance reflects all receipts and disbursements made prior to the date of analysis and all mortgagor payments and disbursements anticipated to be made prior to the effective date of analysis.

DATE	RECEIPTS	PROJECTED DISBURSEMENTS	CUR. BAL. PROJECTIONS	REQ. BAL. PROJECTIONS	
PROJECTED BALANCE			4,891.52	7,399.54	
04/01/09	1,233.83	269.42-	5,855.93	8,363.95	
05/01/09	1,233.83	269.42-	6,820.34	9,328.36	
06/01/09	1,233.83	269.42-	7,784.75	10,292.77	
07/01/09	1,233.83	269.42-	8,749.16	11,257.18	
08/01/09	1,233.83	978.00-	9,004.99	11,513.01	
08/01/09	.00	925.00-	8,079.99	10,588.01	
08/01/09	.00	269.42-	7,810.57	10,318.59	
08/01/09	.00	8,389.77-	579.20-	1,928.82 L	
09/01/09	1,233.83	269.42-	385.21	2,893.23	
10/01/09	1,233.83	269.42-	1,349.62	3,857.64	
11/01/09	1,233.83	269.42-	2,314.03	4,822.05	
12/01/09	1,233.83	269.42-	3,278.44	5,786.46	
01/01/10	1,233.83	269.42-	4,242.85	6,750.87	
02/01/10	1,233.83	269.42-	5,207.26	7,715.28	
03/01/10	1,233.83	269.42-	6,171.67	8,679.69	
03/01/10	.00	1,280.22-	4,891.45	7,399.47	

L ANTICIPATED LOW POINT FOR ANALYSIS PERIOD:
-579.20

MAXIMUM PERMITTED LOW-POINT: (EXCLUDING MIP)
1,928.82

Unknown

Section 3:  SHORTAGE 2,508.02

ESCROW ACCOUNT ACTIVITY (APRIL 01, 2008 - MARCH 31, 2009)

DATE	TXN	PREV PROJ AMOUNT	PREV PROJ BALANCE	TXN	ACTUAL AMOUNT	ACTUAL BALANCE
BEGINNING	BALANCE		.00			.00
04/01/08		.00	.00		.00	.00
05/01/08		.00	.00		.00	.00
06/01/08		.00	.00		.00	.00
07/01/08		.00	.00		.00	.00
08/01/08		.00	.00	PAYMENT	1,914.80	1,914.80
09/01/08		.00	.00	FIRE	978.00-	936.80
09/01/08		.00	.00	PAYMENT	1,231.84	1,899.22
09/01/08		.00	.00	FHA RISK BASED	269.42-	1,899.22
09/01/08		.00	.00	FIRE	925.00-	974.22
10/01/08		.00	.00	PAYMENT	1,231.84	1,936.64
10/01/08		.00	.00	FHA RISK BASED	269.42-	1,936.64
11/01/08		.00	.00	PAYMENT	1,231.84	2,899.06
11/01/08		.00	.00	FHA RISK BASED	269.42-	2,899.06
12/01/08		.00	.00	PAYMENT	1,231.84	3,861.48
12/01/08		.00	.00	FHA RISK BASED	269.42-	3,861.48
01/01/09		.00	.00	PAYMENT	7,915.84	11,507.90
01/01/09		.00	.00	FHA RISK BASED	269.42-	11,507.90
01/01/09		.00	.00	FIRE	7,261.00-	4,246.90
02/01/09		.00	.00	PAYMENT	1,231.84	5,209.32
02/01/09		.00	.00	FHA RISK BASED	269.42-	5,209.32
02/01/09		.00	.00	CITY/TOWNSHIP	1,280.22-	3,929.10
03/01/09		.00	.00	PAYMENT	1,231.84	4,891.52
03/01/09		.00	.00	FHA RISK BASED	269.42-	4,891.52

Forecast INS

A19

GMAC
Mortgage

KENNETH TAGGART



GMAC MORTGAGE
PO BOX 79162
PHOENIX AZ 85062-9162

THIS IS NOT A CHECK

NOTE — you must use this address when remitting your escrow shortage payment

Archived

Account Number	Shortage Amount
XXXXXXXXXX	2,508.02
Total Amount Enclosed \$	

If you pay the escrow shortage amount of \$2,508.02, your new payment will be automatically adjusted to \$5,403.25 effective with your APRIL 01, 2009 payment.

By sending your check, please be aware that you are authorizing us to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on the check. This electronic debit will be for the amount of your check.

02 0409 0602083957 00250802 00000 11111 1



Section 2:

A 20



ACCOUNT NUMBER: ~~XXXXXXXXXX~~ Redacted

KENNETH TAGGART

Dear Homeowner(s):

As you know, we are the servicer for your mortgage loan. We maintain an escrow account for your loan. Part of your monthly payment is an escrow payment. We use that money to pay your escrow items. These items may include property taxes, hazard insurance, ground rents and other expenses as described in your mortgage contract.

The amount of your escrow payment depends upon the way we classified your contract. We have classified your contract as a "One Sixth Aggregate Cushion Contract." Under this kind of contract, we have estimated the amount of your future bills for escrow items. We have projected your account balance for the next year. Your projected account balance will fall to 1/6 of the total amount of your escrow bills at least once during the projected year. For example, if your estimated bills for escrow items total \$2400, your projected account balance should drop to at least \$400 (1/6 of \$2400) during the projected year following the analysis. Actual results will often differ from the projections. Differences in amounts will be considered in your next escrow analysis.

We may improperly classify a few contracts. If you believe that we have incorrectly classified your contract, contact us at the phone number or address listed below.

If you have any questions concerning your escrow analysis, please contact us at the phone number or address listed below.

GMAC Mortgage
3451 Hammond Avenue
P.O. Box 780
Waterloo, IA 50704-0780

1-800-766-4622 (Toll Free Number)

Very truly yours,

GMAC Mortgage
Escrow Analysis Department

A21

Dear Valued Customer(s),

We recently analyzed your escrow account and found a shortage. This means you will not have sufficient money in your account to pay your escrow bills and maintain the cushion permitted by your contract. The amount of the shortage is indicated in Section 3 of the Escrow Analysis Statement. Shortly, you will receive a new monthly remittance statement based upon this new analysis.

Your escrow analysis was based on our estimate of your future escrow bills. We usually cannot determine the exact amount of these bills. Therefore, you could have either a shortage or a surplus when we do your next escrow analysis.

We are offering you **3 options** for paying the shortage:

1. Pay the monthly payments shown on the new monthly remittance statement.

The statement includes an additional amount to pay the shortage over a prorated period specified on the escrow analysis statement. **You do not need to contact us if you choose this option.** Simply use the remittance statement to make your payments.

2. Pay the entire shortage now.

You may send us a check for the amount of the shortage indicated in Section 3 of the Escrow Analysis Statement. If you choose to pay the **entire shortage**, your new payment will be adjusted, which will reflect a **LOWER** monthly payment. **You may still see an increase in your new monthly payment if your taxes and/or insurance have increased from the previous year.**

3. Pay part of the shortage now.

If you choose this option, your payment will be adjusted and will include an additional payment amount to pay the remaining shortage over the prorated period specified on the escrow analysis statement. **Your monthly payments will be smaller than those reflected on the new remittance statement, but they will be larger than if you had paid the entire shortage now.**

If you choose **Option 1**, you need not contact us.

If you choose **Option 2 or 3**:

PLEASE USE THE COUPON ATTACHED TO YOUR ESCROW ANALYSIS AND THE ENCLOSED ENVELOPE TO MAIL YOUR SHORTAGE PAYMENT TO THE ADDRESS LISTED ON THE COUPON. THIS WILL HELP INSURE PROPER HANDLING OF FUNDS.

A22

680-2026-1007F

YOUR ESCROW ANALYSIS

If we are maintaining a reserve account for the payment of taxes, insurance premiums, and/or other escrow items, a portion of your mortgage payment is deposited into your Escrow/Impound account. Should your estimated or actual bills for taxes, insurance, and/or other escrow items go up or down, the amount we collect may be too little or too much to pay the anticipated bills. Therefore, we analyze your escrow account each year to adjust for the difference.

Your escrow account is maintained on an aggregate balance basis. This means that we calculate the amount of your required escrow payment based upon the lowest balance expected to occur within the 12-month period beginning with the effective payment change date for your escrow analysis. The anticipated lowest balance is determined through a running trial balance of the expected escrow receipts and disbursements in which the anticipated balance at the end of each month is noted. Your mortgage contract indicates what the maximum permitted low balance should be.

Your escrow payment will be equal to 1/12 of the anticipated total escrow disbursements plus a pro-rata portion of any shortage determined to exist if the lowest escrow balance in the running trial balance is less than the maximum permitted low balance. Shortages are usually a result of estimated or actual increases in taxes and/or insurance premiums, and/or the maintenance of any cushion authorized by your mortgage contract.

The effective date of your escrow analysis is the date on which the change in your payment takes effect.

THE FOLLOWING EXPLANATION IS PROVIDED TO ASSIST YOU IN UNDERSTANDING YOUR ESCROW ANALYSIS STATEMENT.

Section 1:

The "**DESCRIPTION**" identifies each escrow item that we will be paying.

The "**NEXT DUE DATE**" is the date by which the bill for each escrow item must be paid.

The "**ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT**" are the anticipated amount(s) for the next bill(s) for each escrow item.

The "**AMOUNT(S) USED IN PRIOR ANALYSIS**" are the corresponding amount(s) used in your prior escrow analysis.

Section 2:

The "**ANALYSIS TYPE**" indicates how we have classified your mortgage contract for escrow analysis purposes. It specifies the percentage, if any, of the total projected disbursements that we used to determine the maximum permitted low point for your escrow account.

The "**PROJECTED ESCROW BALANCE**" is the projected balance in your account as of the effective date of the analysis.

The "**ANTICIPATED LOW POINT FOR ANALYSIS PERIOD**" is the lowest balance anticipated to be in your escrow account during the 12 month period beginning with the effective date of the analysis.

The "**MAXIMUM PERMITTED LOW POINT**" is the maximum balance that can be projected to be in your account at its lowest point during the period covered by the escrow analysis. This balance is determined by our classification of your mortgage contract.

Section 3:

The "**SURPLUS**" is the amount by which the Anticipated Low Point exceeds the Maximum Permitted Low Point For Analysis Period.

The "**SHORTAGE**" is the amount by which the Maximum Permitted Low Point exceeds the Anticipated Low Point For Analysis Period.

A23

A23

2

GMAC Mortgage

PO Box 4025
Coraopolis, PA 15108-6942

Notification Date: 01/11/2009

001478 - 003369
KENNETH TAGGART
PO BOX 411
TELFORD, PA 18969-0411

NOTICE OF PLACEMENT

RE: REFERENCE NUMBER: ~~REDACTED~~
Loan Number: ~~REDACTED~~
Hazard Insurance Uninsured Date: 07/11/2008
Property Location: 521 COWPATH ROAD
TELFORD PA 18969
Certificate Number: ~~REDACTED~~
Effective Date: 07/11/2008
Dwelling Limit: \$659,051.00

Expiration Date: 07/11/2009
Annual Charge: \$7,261.00

Deductibles: All perils except Windstorm/Hail
Residential Occupied: \$500 (except GU, NM, OK, VT, WV - Deductible \$250)
Residential Vacant: \$750 (except OK, NM and VT - Deductible \$500, GU and WV - Deductible \$1,000)
Commercial Occupied: \$500 (except CA, GU - Deductible \$1,000)
Commercial Vacant: \$1,000 or 2% of the insured amount, whichever is greater
Vandalism and Malicious Mischief: \$5,000 or 2% of the insured amount, whichever is greater
(Deductibles may change if occupancy changes.)

For Residential properties in the following states: AL, FL, GA, HI, LA, MS, NC, SC and TX
Windstorm/Hail Deductible Applies: Greater of \$2,000 or 2% of dwelling limit

Dear Customer:

We have obtained lender-placed insurance coverage with BALBOA INSURANCE COMPANY to provide the necessary insurance protection under the terms of your mortgage. We have notified you during the past 90 days that this insurance would be placed if we did not receive a copy of a valid hazard insurance policy.

The cost of the insurance in the amount of \$7,261.00 was advanced for the period 07/11/2008 to 07/11/2009. The coverage amount placed would be based on the replacement value, which we believe is the last known amount of coverage you purchased. If we do not have that information, the coverage amount will be based on the current principal balance of your mortgage loan. Lender-placed insurance does not provide guaranteed replacement cost coverage. Appropriate changes to your monthly payment will be made as indicated in our previous letter.

This insurance will remain in force unless we receive evidence of a hazard insurance policy with an effective date on or before 07/11/2008. Evidence of a valid policy in effect at a later date will result in cancellation of the coverage. Any insurance charges not used will be credited to your account.

A24

RE: KENNETH TAGGART

Loan Number: [REDACTED] 33057

Redacted

IMPORTANT NOTICE TO CUSTOMER

The insurance we obtained to protect our interest in your property applies only to the dwelling at the coverage amount indicated. Coverage does not extend to contents or personal property and may not be adequate to protect the equity in the property. If the limit is only sufficient to insure the principal balance of your loan then the lender-placed policy may not be adequate to protect the value of your property that exceeds the amount of your mortgage. Also, there is no coverage for liability protection with this insurance. This insurance may be more expensive than coverage you could arrange on your own. We recommend you place full insurance coverage that adequately protects both your and the lender's interest with a company of your choice.

When you furnish acceptable proof of other insurance, the lender will cancel the insurance coverage and you will be entitled to a refund of any insurance charges not used. GMAC MORTGAGE, LLC and/or an affiliate of our company may receive compensation as a result of the placing of this insurance.

Should you have any questions regarding this matter, please do not hesitate to contact our office at (800) 256-9962 from 4 a.m. to 8 p.m. PST, Monday through Friday. If you would like to submit a claim, please call (800) 323-7466. Your call may be monitored for quality assurance.

Thank you,

Insurance Department
GMAC Mortgage, LLC

REMINDER...

MAIL POLICY TO:

GMAC MORTGAGE, LLC
ITS SUCCESSOR AND/OR ASSIGNS
P.O. BOX 4025
CORAOPOLIS, PA 15108-6942

Or Fax to: (866) 336-9021

A25



**THE PHILADELPHIA CONTRIBUTIONSHIP
INSURANCE COMPANY**
210 SOUTH FOURTH STREET
PHILADELPHIA, PA 19106

DECLARATIONS

Policy Number	Policy Type	Policy Effective	Policy Expiration			
12020	Dwelling	08-09-2008 12:01AM	08-09-2009 12:01AM			
<i>Redacted</i>	Producer	Property Location				
KENNETH TAGGART 45 EERON RD 7606 BUSTLETON AVE SOUTHAMPTON, PA 18966-2109	JEFFREY A. DELP (215) 355-9660 1035 MILL CREEK DRIVE, 1ST FLR FEASTERVILLE, PA 19053 (215) 355-9660	521 COWPATH RD FRNT TELFORD, PA 18969-7100				
Mortgagee	Address		Loan No.			
GMAC MORTGAGE, LLC ISAOA	PO BOX 4025 CORAOPOLIS, PA 15108-6942		0602083957			
Basic Coverage Premium	Scheduled Property Coverage	Total Policy Premium				
\$925	\$0	\$925				
Deductible Section I	Policy Cov. Form	Construction Type	Construction Year	Number of Families	Protection Class	Terr.
\$1,000	DP-0001	Masonry	1935	2	05	45
COVERAGE LIMITS						
Dwelling	Other Structures	Contents	Loss of Use	Additional Living Expenses	Liability	Med Pay
330,000	0	0	0	0	100,000	1,000
POLICY FORMS AND ENDORSEMENTS						
Number	Description					Limit
See SUPPLEMENT for Policy Forms and Endorsements						
Amended Date			Premium Balance			
09-16-2008			\$0.00			

PAID
um

A26



**THE PHILADELPHIA CONTRIBUTIONSHIP
INSURANCE COMPANY**
210 SOUTH FOURTH STREET
PHILADELPHIA, PA 19106

DECLARATIONS

Policy Number	Policy Type	Policy Effective	Policy Expiration			
7-12-2008	Dwelling	08-09-2008 12:01AM	08-09-2009 12:01AM			
Insured		Producer	Property Location			
KENNETH TAGGERT 415 HERON RD HOLLAND, PA 18936-2109		JEFFREY A. DELL (215) 355-9660 1035 MILL CREEK DRIVE, 1ST FLR FEASTERVILLE, PA 19053 (215) 355-9660	521 COWPATH RD-SIDE TELFORD, PA 18969-7100			
Mortgagee		Address	Loan No.			
GMAC MORTGAGE, LLC ISAOA		PO BOX 4025 CORAOPOLIS, PA 15108-6942	0602083957			
Basic Coverage Premium		Scheduled Property Coverage	Total Policy Premium			
\$978		\$0	\$978			
Deductible Section I	Policy Cov. Form	Construction Type	Construction Year	Number of Families	Protection Class	Terr.
\$1,000	DP-0001	Frame	1930	1	05	45
COVERAGE LIMITS						
Dwelling	Other Structures	Contents	Loss of Use	Additional Living Expenses	Liability	Med Pay
330,000	0	0	0	0	100,000	1,000
POLICY FORMS AND ENDORSEMENTS						
Number	Description					Limit
See SUPPLEMENT for Policy Forms and Endorsements						
Amended Date				Premium Balance		
08-09-2008				\$0.00		

PAID
um

A27



12-12020-mg

Doc 7847-40

Filed 12/09/14

Entered 12/09/14 17:48:56

Exhibit 36

to Delehey Decl Pg 70 of 87

3451 Hammond Avenue
Waterloo, IA 50702
1-800-766-4622/Follow the Prompts

Important Note: In accordance with RESPA requirements, this notice is being sent as a result of the review completed on your escrow account.

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

61182-0000281-001
KENNETH TAGGART
PO BOX 411
TELFORD PA 18969-0411

ACCOUNT NUMBER: ~~REDACTED~~
PROPERTY ADDRESS: ~~REDACTED~~
521 COWPATH ROAD
TELFORD PA 18969
ANALYSIS DATE: FEBRUARY 09, 2009

PLEASE KEEP THIS ESCROW ANALYSIS FOR COMPARISON TO NEXT YEAR'S STATEMENT.

Section 1:		ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT	AMOUNT(S) USED IN PRIOR ANALYSIS
DESCRIPTION	NEXT DUE DATE		
FHA RISK BASED	APRIL 2009	269.42	0.00
FHA RISK BASED	MAY 2009	269.42	0.00
FHA RISK BASED	JUNE 2009	269.42	0.00
FIRE	JULY 2009	7,261.00	0.00
FHA RISK BASED	JULY 2009	269.42	0.00
FIRE	AUGUST 2009	1,903.00	0.00
FHA RISK BASED	AUGUST 2009	269.42	0.00
SCHOOL	AUGUST 2009	8,389.77	0.00
FHA RISK BASED	SEPTEMBER 2009	269.42	0.00
FHA RISK BASED	OCTOBER 2009	269.42	0.00
FHA RISK BASED	NOVEMBER 2009	269.42	0.00
FHA RISK BASED	DECEMBER 2009	269.42	0.00
FHA RISK BASED	JANUARY 2010	269.42	0.00
FHA RISK BASED	FEBRUARY 2010	269.42	0.00
FHA RISK BASED	MARCH 2010	269.42	0.00
CITY/TOWNSHIP	MARCH 2010	1,266.16	0.00
TOTAL ANNUAL DISBURSEMENTS:		22,052.97	0.00
TOTAL ESCROW PAYMENT:		1,837.74	1,231.84

The amounts above are based on either an estimate previously provided or the amount last disbursed.

NOTE: If you pay the escrow shortage amount of \$7,943.23, your new total payment will automatically be adjusted to \$6,007.16 effective with your APRIL 01, 2009 payment. If you do not pay the shortage, your total payment effective APRIL 01, 2009 will be \$6,669.09.

Payment change:	New	Prior Analysis
Escrow	1,837.74	1,231.84
Surplus/Shortage	661.93	0.00
Escrow Shortage Spread 12 Months		
Total:	2,499.67	1,231.84
Principal/Interest	4,169.42	4,169.42
Total Payment	6,669.09	5,401.26

Depending on the timing of when your next billing notice is released, you may not see the payment change until the following billing notice.

For details about the difference between the old and new payment amounts, please reference the ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT and AMOUNT(S) USED IN PRIOR ANALYSIS columns listed above.

**Any questions regarding changes in the "Estimated Amount of Next Disbursement" should be directed to your Tax Authority and/or Insurance Company.
To reach our insurance department call: 1-800-256-9962.**

By sending your check, please be aware that you are authorizing us to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on the check. This electronic debit will be for the amount of your check.

If you are utilizing a military allotment, or third-party company to make payments on your behalf, please notify your service of any payment changes.

NOTE — you must use the below address when remitting your escrow shortage payment

THIS COUPON MUST ACCOMPANY YOUR ESCROW SHORTAGE PAYMENT

ANALYSIS TYPE: 1/12 AGGREGATE
PROJECTED ESCROW BALANCE AS OF: MARCH 31, 2009


ACCOUNT NUMBER: ~~0000000000~~
4,905.58 * *Nedick*

* Projected balance reflects all receipts and disbursements made prior to the date of analysis and all mortgagor payments and disbursements anticipated to be made prior to the effective date of analysis.

DATE	RECEIPTS	PROJECTED DISBURSEMENTS	CUR. BAL. PROJECTIONS	REQ. BAL. PROJECTIONS	
PROJECTED E.A.LANCE			4,905.58	12,848.81	
04/01/09	1,837.74	269.42-	6,473.90	14,417.13	
05/01/09	1,837.74	269.42-	8,042.22	15,985.45	
06/01/09	1,837.74	269.42-	9,610.54	17,553.77	
07/01/09	1,837.74	7,261.00-	4,187.28	12,130.51	
07/01/09	.00	269.42-	3,917.86	11,861.09	
08/01/09	1,837.74	1,903.00-	3,852.60	11,795.83	
08/01/09	.00	269.42-	3,583.18	11,526.41	
08/01/09	.00	8,389.77-	4,806.59-	3,136.64 L	
09/01/09	1,837.74	269.42-	3,238.27-	4,704.96	
10/01/09	1,837.74	269.42-	1,669.95-	6,273.28	
11/01/09	1,837.74	269.42-	101.63-	7,841.60	
12/01/09	1,837.74	269.42-	1,466.69	9,409.92	
01/01/10	1,837.74	269.42-	3,035.01	10,978.24	
02/01/10	1,837.74	269.42-	4,603.33	12,546.56	
03/01/10	1,837.74	269.42-	6,171.65	14,114.88	
03/01/10	.00	1,266.16-	4,905.49	12,848.72	

L ANTICIPATED LOW POINT FOR ANALYSIS PERIOD:
-4,806.59

MAXIMUM PERMITTED LOW-POINT: (EXCLUDING MIP)
3,136.64

Section 3: 

SHORTAGE	7,943.23
----------	----------

WRONG

ESCROW ACCOUNT ACTIVITY (APRIL 01, 2008 - MARCH 31, 2009)

DATE	TXN	PREV PROJ AMOUNT	PREV PROJ BALANCE	TXN	ACTUAL AMOUNT	ACTUAL BALANCE
BEGINNING	BALANCE		.00			.00
04/01/08		.00	.00		.00	.00
05/01/08		.00	.00		.00	.00
06/01/08		.00	.00		.00	.00
07/01/08		.00	.00	PAYMENT	1,914.80	1,914.80
08/01/08		.00	.00	FIRE	978.00-	936.80
09/01/08		.00	.00	PAYMENT	1,231.84	1,899.22
09/01/08		.00	.00	FHA RISK BASED	269.42-	1,899.22
09/01/08		.00	.00	FIRE	925.00-	974.22
10/01/08		.00	.00	PAYMENT	1,231.84	1,936.64
10/01/08		.00	.00	FHA RISK BASED	269.42-	1,936.64
11/01/08		.00	.00	PAYMENT	1,231.84	2,899.06
11/01/08		.00	.00	FHA RISK BASED	269.42-	2,899.06
12/01/08		.00	.00	PAYMENT	1,231.84	3,861.48
12/01/08		.00	.00	FHA RISK BASED	269.42-	3,861.48
01/01/09		.00	.00	PAYMENT	7,915.84	11,507.90
01/01/09		.00	.00	FHA RISK BASED	269.42-	11,507.90
01/01/09		.00	.00	FIRE	7,261.00-	4,246.90
02/01/09		.00	.00	FHA RISK BASED	269.42-	3,977.48
03/01/09		.00	.00		.00	3,977.48

Redacted

A30

ACCOUNT NUMBER: ~~XXXXXXXXXX~~ to Delehey Decl Pg 73 of 87

KENNETH TAGGART

Dear Homeowner(s):

As you know, we are the servicer for your mortgage loan. We maintain an escrow account for your loan. Part of your monthly payment is an escrow payment. We use that money to pay your escrow items. These items may include property taxes, hazard insurance, ground rents and other expenses as described in your mortgage contract.

The amount of your escrow payment depends upon the way we classified your contract. We have classified your contract as a "One Month Cushion Individual Item Analysis Contract." However, until further notice we will treat your contract as a "One-Twelfth Aggregate Cushion Contract." Such treatment will be better for you. Under this kind of contract, we have estimated the amount of your future bills for escrow items. We have projected your account balance for the next year. Your projected account balance will fall to 1/12 of the total amount of your escrow bills at least once during the projected year. For example, if your estimated bills for escrow items total \$2400, your projected account balance should drop to at least \$200 (1/12 of \$2400) during the projected year following the analysis. Actual results will often differ from the projections. Differences in amounts will be considered in your next escrow analysis.

We may improperly classify a few contracts. If you believe that we have incorrectly classified your contract, contact us at the phone number or address listed below.

If you have any questions concerning your escrow analysis, please contact us at the phone number or address listed below.

GMAC Mortgage
3451 Hammond Avenue
P.O. Box 780
Waterloo, IA 50704-0780

1-800-766-4622 (Toll Free Number)

Very truly yours,

A31

Loan No.: ~~66-0000000~~

NOTICE OF RIGHT TO CANCEL

Redacted

Your Right to Cancel. You are entering into a transaction that will result in a mortgage, lien or security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within three (3) business days from whichever of the following events occurs last:

- (1) the date of the transaction, which is: July 11, 2008 ; or
- (2) the date you received your Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien or security interest is also canceled. Within twenty (20) calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or security interest on/in your home has been canceled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within twenty (20) calendar days of your offer, you may keep it without further obligation.

How To Cancel. If you decide to cancel this transaction, you may do so by notifying us in writing, at:

LBA FINANCIAL GROUP, LLC
1681 KENNETH ROAD
YORK, PA 17408
Fax Number: 717-767-1899

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one (1) copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of, July 15, 2008, (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I Wish To Cancel.

Date: _____

(Consumer)

Receipt of Notice. I hereby acknowledge that the transaction identified on the face of this Notice was consummated and that I have received one (1) copy of the Federal Truth in Lending Disclosure and two (2) copies of this Notice.

Do not sign unless the dates in the boxes are completed.

KENNETH TAGGART

(Consumer)

Date: _____

A32

provide you with a written clarification regarding any dispute. During this 60-business day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A business day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

DAMAGES AND COSTS

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

SERVICING TRANSFER ESTIMATES

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:

- NOT DISCLOSED*
- A. ☒ We may assign, sell or transfer the servicing of your loan while the loan is outstanding.
☒ We are able to service your loan and we
☐ will service your loan
☒ will not service your loan
☐ have not decided whether to service your loan.

OR

- B. ☐ We do not service mortgage loans, ☒ and we have not serviced mortgage loans in the past three years. We presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.

- C. ☐ We assign, sell or transfer the servicing of some of our loans while the loan is outstanding depending on the type of loan and other factors. For the program you have applied for, we expect to:
☐ sell all of the mortgage servicing
☐ retain all of the mortgage servicing
☐ assign, sell or transfer .000 % of the mortgage servicing.

2. For all the first-lien mortgage loans that we make in the 12-month period after your mortgage loan is funded, we estimate that the percentage of such loans for which we will transfer servicing is between:

☐ 0% to 25% ☐ 26% to 50% ☐ 51% to 75% ☒ 76% to 100%

This estimate ☐ does ☒ does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate, and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. A. ☒ We have previously assigned, sold or transferred the servicing of first-lien mortgage loans.

OR

B. ☐ This is our record of transferring the servicing of the first-lien mortgage loans we have made in the past:

Year	Percentage of Loans Transferred (Rounded to nearest quartile - 0%, 25%, 50%, 75%, or 100%)
2007	100.000 %
2006	100.000 %
2005	100.000 %

This information ☒ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries.

Redacted

A33

Prepaid Finance Charge		27,469.64
0801 Origination Fee Paid To BROKER	6,499.00	
0802 Discount Fee Paid To LBA FINANCIAL GROUP, LLC	8,245.60	
0806 Broker Credit Report Paid To Broker	18.00	
0814 Processing Fee Paid To Broker	175.00	
0815 Commitment Fee Paid To LBA FINANCIAL GROUP, LLC	695.00	
0901 Prepaid Interest(6.500%) 07/16/2008-08/01/2008 @ \$117.5/day	1,879.54	
0902 Prepaid Mortgage Insurance Premium, Financed	9,748.50	
1110 E-Mail Fee Paid To SUBURBAN ABSTRACT AFFILIATES	50.00	
1112 overnight payoff/loan docs Paid To SUBURBAN ABSTRACT AFFILIATES	80.00	
1114 Notary Fee Paid To SUBURBAN ABSTRACT AFFILIATES	35.00	
1117 Closing Protection Letter Fee Paid To SUBURBAN ABSTRACT AFFILIATES	35.00	

Total Closing Costs 33,273.32

The above Itemization of Amount Financed is made pursuant to the requirements of the Truth in Lending Act.

KENNETH TAGGART (Borrower) (Date)

(Borrower) (Date)

(Borrower) (Date)

(Borrower) (Date)

Armed

~~6000000057~~

A34

~~6000000057~~

Escrow Reserves. If an escrow account is to be established at closing, the maximum cushion the lender may require is 1/6 of the total annual disbursements using aggregate analysis accounting (RESPA, Regulation X).

- ☐ Escrows will be collected once construction is completed.
☐ Escrow reserves are waived. Escrow waiver must be executed at closing.
☒ Collect the following escrow reserves and show these amounts on the HUD-1 or HUD-1A Settlement Statement under Section L. 1000. Initial Escrow Account Disclosure must be executed at closing. Reserves Deposited With Lender:

0 mos Monthly Mortgage Insurance @ \$269.42 per month = \$0.00
2 mos Hazard Insurance @ \$141.67 per month = \$283.34
6 mos County Property Taxes @ \$107.33 per month = \$643.98
2 mos Annual Assessments @ \$713.42 per month = \$1,426.84

Aggregate Accounting Adjustment
Total Initial Escrow Deposit

- \$429.36
\$1,924.80

- D. **Mortgage Broker Fees.** The following amounts have not been deducted from Lender's funds. Collect the following Mortgage Broker Fees and show these amounts on the HUD-1 or HUD-1A Settlement Statement under Section L. 800. Items Payable in Connection With Loan (808-811):

	<u>Borrower</u>	<u>Seller</u>	<u>Lender/Third Party</u>
--	-----------------	---------------	-------------------------------

All Mortgage Broker Fees should be shown on lines 808-815 of the HUD-1. If the Mortgage Broker is being paid a premium yield discount it should also be indicated on lines 808-815 of the HUD-1, but shown as "POC."

7/10/2008 2:20:43 PM

Supplemental Closing Instructions (Multistate)
—THE COMPLIANCE SOURCE, INC.—
www.compliance-source.com

Page 3 of 8

01607MU 10/01 Rev. 09/06
©2006 The Compliance Source, Inc.

Prepared

A35

[Handwritten mark]

Products

"Security Instrument" means the deed of trust/mortgage/security deed/security instrument signed by Borrower in favor of Lender, securing payment of the note.

INITIAL AMOUNT

First Payment Letter and Mailing Address Certification (Multistate)
 —THE COMPLIANCE SOURCE, INC.—
 www.compliance-source.com

Page 1 of 2

06001M1, 12/97 Rev. 10/03
©2003, The Compliance Source, Inc.

~~_____~~
Product

A36

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

MIN: ~~1234567890123456~~
Disclosure Date: July 11, 2008

BORROWER(S) NAME AND ADDRESS:
KENNETH TAGGART
521 Cowpath road
Telford, PA 18969

LENDER/SERVICER NAME AND ADDRESS:
LBA FINANCIAL GROUP, LLC
1681 KENNETH ROAD
YORK, PA 17408
717-767-1889

LOAN NO.: ~~1234567890123456~~

MORTGAGE INSURANCE/CASE NUMBER
~~1234567890123456~~

Your first monthly payment is due September 1, 2008 and will be \$ 5,401.26, of which \$4,169.42 will be for principal and interest, and \$1,231.84 will go into your escrow account.

This is an estimate of activity in your escrow account during the next 12 months based on payments anticipated to be made from your account.

MONTH	PAYMENTS TO ESCROW ACCT.	PAYMENTS FROM ESCROW ACCT.	DESCRIPTION	ESCROW ACCT. BALANCE
Opening Deposit:				\$ 1,924.80
Sep, 08	1,231.84	269.42	Mortgage Insurance	2,887.22
Oct, 08	1,231.84	269.42	Mortgage Insurance	3,849.64
Nov, 08	1,231.84	269.42	Mortgage Insurance	4,812.06
Dec, 08	1,231.84	269.42	Mortgage Insurance	5,774.48
Jan, 09	1,231.84	269.42	Mortgage Insurance	6,736.90
Feb, 09	1,231.84	269.42	Mortgage Insurance	7,699.32
Mar, 09	1,231.84	269.42	Mortgage Insurance	8,661.74
Apr, 09	1,231.84	1,288.00	County Property Taxes	8,605.58
	0.00	269.42	Mortgage Insurance	8,336.16
May, 09	1,231.84	269.42	Mortgage Insurance	9,298.58
Jun, 09	1,231.84	269.42	Mortgage Insurance	10,261.00
Jul, 09	1,231.84	269.42	Mortgage Insurance	11,223.42
Aug, 09	1,231.84	1,700.00	Hazard Insurance	10,755.26
	0.00	8,561.00	Annual Assessments	2,194.26
	0.00	269.42	Mortgage Insurance	1,924.84

(Please keep this statement for comparison with the actual activity in your account at the end of the escrow accounting computation year.)

Cushion selected by servicer: \$1,924.84 or 2 month(s)

By signing below, I/we acknowledge receipt of a copy of this Initial Escrow Account Disclosure Statement.

Borrower **KENNETH TAGGART**

Date

Borrower

Date

Borrower

Date

Borrower

Date

Initial Escrow Account Disclosure Statement (Multistate)

—THE COMPLIANCE SOURCE, INC.—
www.compliance-source.com

Page 1 of 1

06211MU/07/99 Rev. 10/05
©2003, The Compliance Source, Inc.

~~1234567890123456~~

A37

Phelan Hallinan & Schmieg, LLP
Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
Michele M. Bradford, Esq., Id. No. 69849
Judith T. Romano, Esq., Id. No. 58745
Sheetal R. Shah-Jani, Esq., Id. No. 81760
Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
Vivek Srivastava, Esq., Id. No. 202331
Jay B. Jones, Esq., Id. No. 86657
Peter J. Mulcahy, Esq., Id. No. 61791
Andrew L. Spivack, Esq., Id. No. 84439
Jaimie McGuinness, Esq., Id. No. 90134
Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
Courtenay R. Dunn, Esq., Id. No. 206779
Andrew C. Bramblett, Esq., Id. No. 208375
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

213964

GMAC MORTGAGE, LLC
1100 VIRGINIA DRIVE
P.O. BOX 8300
FORT WASHINGTON, PA 19034

Plaintiff

v.

KENNETH TAGGART
521 COWPATH ROAD
TELFORD, PA 18969-7100

Defendant

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

MONTGOMERY COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

We hereby certify the
within to be a true and
correct copy of the
original filed of record

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you, and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Services:
Montgomery Bar Association
100 West Airy Street
P.O. Box 268
Norristown, PA 19404
(610) 279-9660
(800) 560-5291

09 AUG 14 PM 2:41

RECEIVED
CLERK OF THE COURT
MONTGOMERY COUNTY, PA

RECEIVED
09 AUG 17 AM 8:45
OFFICE OF THE SHERIFF
MONTGOMERY CO. OF PA.
File #: 213964

A39

1. Plaintiff is

GMAC MORTGAGE, LLC
1100 VIRGINIA DRIVE, P.O. BOX 8300
FORT WASHINGTON, PA 19034

2. The name(s) and last known address(es) of the Defendant(s) are:

KENNETH TAGGART
521 COWPATH ROAD
TELFORD PA 18969-7100

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 07/11/2008 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS A NOMINEE FOR LBA FINANCIAL GROUP, LLC. which mortgage is recorded in the Office of the Recorder of MONTGOMERY County, in Mortgage Book No. 12440, Page 01519. The PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.

4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 04/01/2009 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$655,405.27
Interest	\$19,526.10
03/01/2009 through 08/12/2009 (Per Diem \$118.34)	
Attorney's Fees	\$1,300.00
Cumulative Late Charges	\$1,762.16
07/11/2008 to 08/12/2009	
Property Inspections	\$16.88
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$678,760.41
Escrow	
Credit	\$0.00
Deficit	\$6,916.42
Subtotal	<u>\$6,916.42</u>
TOTAL	\$685,676.83

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. The action does not come under Act 6 of 1974 because the original mortgage amount exceeds the dollar amount provided in the statute.
10. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$685,676.83, together with interest from 08/12/2009 at the rate of \$118.34 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By:

- Jaime M. McGuinness*
- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
 - ☐ Francis S. Hallinan, Esq., Id. No. 62695
 - ☐ Daniel G. Schmieg, Esq., Id. No. 62205
 - ☐ Michele M. Bradford, Esq., Id. No. 69849
 - ☐ Judith T. Romano, Esq., Id. No. 58745
 - ☐ Sheetal R. Shah-Jani, Esq., Id. No. 81760
 - ☐ Jenine R. Davey, Esq., Id. No. 87077
 - ☐ Lauren R. Tabas, Esq., Id. No. 93337
 - ☐ Vivek Srivastava, Esq., Id. No. 202331
 - ☐ Jay B. Jones, Esq., Id. No. 86657
 - ☐ Peter J. Mulcahy, Esq., Id. No. 61791
 - ☐ Andrew L. Spivack, Esq., Id. No. 84439
 - ☒ Jaime McGuinness, Esq., Id. No. 90134
 - ☐ Chrisovalante P. Fliakos, Esq., Id. No. 94620
 - ☐ Joshua I. Goldman, Esq., Id. No. 205047
 - ☐ Courtenay R. Dunn, Esq., Id. No. 206779
 - ☐ Andrew C. Bramblett, Esq., Id. No. 208375

Attorneys for Plaintiff

LEGAL DESCRIPTION

All that certain messuage or tract of land with the improvements thereon erected, situate in the Township of Franconia, County of Montgomery, and Commonwealth of Pennsylvania, bounded and described according to a recent plan and survey dated August 16, 1947 with revisions of October 3, 1951 as prepared by Stanley F. Moyer, Registered Engineer and Land Surveyor, Souderton, PA, as follows, to wit:-

Beginning at a spike in the center line of the Cowpath Road extending from the Harleysville-Telford Pike to Earlington said spike being 474.43 feet North of the center line of Harleysville-Telford Pike, thence along the Cowpath Road North 1 degree 31 minutes East the distance of 231.65 feet to an angle point of the road, thence still along the same North 39 degrees 13 minutes West the distance of 647.02 feet to a corner, thence along Tract #1A on said plan intended to be conveyed to John R. Souder North 79 degrees 11 minutes East the distance of 419.19 feet to a corner in the center line of the creek channel in line of lands of Preston Souder, thence along the same the next three courses and distances (1) South 38 degrees 2 minutes East the distance of 191.88 feet to an iron pin, thence (2) North 72 degrees 47 minutes East the distance of 302.47 feet to an iron pin, thence (3) South 25 degrees 7 minutes East the distance of 647.39 feet to a corner of Telford Borough lands, thence along land now or late of Charles B. Miminger South 29 degrees 52 minutes East the distance of 107.58 feet to a corner, thence along Tract #1B on said plan other lands of grantor of which this was a part, South 64 degrees 47 minutes West the distance of 509.33 feet to an iron pin a corner of lands of Wellington N. Cassel thence along the same North 75 degrees 16 minutes West the distance of 317.47 feet to the place of beginning.

Being Tract #1 on said Plan.

Tax ID / Parcel No. 34-00-01078-004

Being the same premises which Virginia R. Lattig, Trustee and John H. Van Dyke, Jr. Trustee
under Revocable Trust Agreement for Margaret E. Van Dyke dated May 10, 2002, by Deed dated
July 27, 2004 and recorded August 12, 2004 in Montgomery County in Deed Book 5521, Page
2204 conveyed unto Kenneth Taggart, in fee.

PROPERTY BEING; 521 COWPATH ROAD

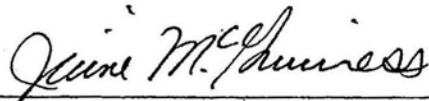
A44



VERIFICATION

The undersigned attorney hereby states that I am the attorney for the Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

The undersigned understands that this statement is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsifications to authorities.



Attorney for Plaintiff

DATE: 8-12-09

Exhibit 37

COURT OF COMMON PLEAS

MONTGOMERY COUNTY, PA

OFFICE OF THE
PROTHONOTARY
MONTGOMERY COUNTY, PA
10 APR 28 PM 2:09

Court of Common Pleas
Civil Division

Term # 09-25338

Montgomery County

GMAC Mortgage, LLC
1100 Virginia Dr,
P.O. Box 8300
Fort Washington, Pa 19034

Jamie McGinness, Esq
Phelan, Holliman & Schmieg, LLP
One Penn Center
Philadelphia, Pa 19103
215-563-7000

Fleischer, Fleischer & Suglia
Brian Fleischer, Esquire
Plaza 100 at Main St
Voorhees, N.J. 08053

Council for Plaintiff/ GMAC

LBA Financial Group, LLC
970 Loucks Rd
York, Pa. 17404

Eagle Nationwide Mortgage Company
789 East Lancaster Ave, suite #201
Villanova, Pa 19085

And Does

Plaintiff

v.

Kenneth J Taggart, Pro Se
45 Heron Rd
Holland, Pa 18966

Defendant

3rd Amended Counter Claim against GMAC Mortgage, LLC, LBA Financial Group, LLC, Eagle Nationwide Mortgage Company, et al 4/28/10

This 3rd amended counter claim is being filed in compliance with Rule 1028 (c)(1) of the Pa Code. Kenneth J Taggart requests the court accept this amended complaint to confirm the evidence and pleading.

This amended complaint in response to Eagle Nationwide Mortgage Company's preliminary objections is considered timely; Eagle Nationwide Mortgage Company alleges to have served Kenneth J Taggart via first class U.S. Mail on: March 29,2010, however the envelope received by Kenneth J Taggart has no post mark whatsoever on it. It appears that it was never mailed through the U.S. Postal Service; A photo copy is attached. The preliminary objections appeared in Kenneth J Taggart's mailbox on April 9,2010; This was apparently placed in Kenneth J Taggart's mail box on April 9,2010 in violation of postal regulation that required only the postal service to place mail that has been sent through the post office in a residential mail box.

Summary of Case

This is a Counter Claim filed by Kenneth J Taggart, Defendant, in regard to the complaint for foreclosure action on the mortgage for the property located at 521 Cowpath Rd; Telford, Pa .18966, Montgomery County, Pennsylvania. The Defendant, Kenneth J Taggart in this case was served a complaint for a mortgage foreclosure by the Bucks County Sheriff on August 24,2009. The Defendant in this action, Kenneth J Taggart, is filing action against GMAC

Mortgage LLC, Plaintiff and any "Does" to be disclosed, LLC for violations of several laws in the servicing and origination of the loan in question on the subject property.

Defendant, Kenneth J Taggart, applied for a mortgage on or about May or June 2008 with Eagle Nationwide Mortgage (hereinafter called Eagle). Eagle then brokered the loan to LBA Financial Group, LLC (herein after called LBA). LBA shortly thereafter sold the loan to GMAC Mortgage, LLC (hereinafter called GMAC). During the origination and closing of the loan, Eagle and LBA willfully and fraudulently violated, among other things, Federal Truth-in-Lending Laws (herein after know as TILA) and Real Estate Settlement & Procedures Act laws (herein after known as RESPA). Eagle and LBA willfully deceived and misled Kenneth J Taggart as to the true terms and cost of the loan by failing to provide TILA & RESPA disclosures required and charging undisclosed fees. Eagle and LBA, among other things charged at closing a processing fee of \$175, an origination fee of \$6,499, a discount fee of \$8,245 and a commitment fee of \$695. Eagle and LBA also failed to provide estimate of closing costs within 3 days of application, provide closing documents within 24 hours of closing, Did not provide proper Truth-In-Lending disclosure at closing that conformed to Regulation "Z" of TILA, and even changed the Annual Percentage Rate after closing of the loan. GMAC mortgage is liable for the origination and closing violations as a subsequent lender in the transaction.

GMAC violated , among other things, RESPA, Fair Credit Reporting Act (herein after known as FCRA)laws, Fair Debt Collection Practices Act (herein

after known as FD CPA) during the servicing of the loan. GMAC violated the law several times and did not resolve disputes by law. GMAC also illegally placed "Forced Insurance" on Kenneth J Taggart in order to increase profits for the company.

Kenneth J Taggart is entitled to relief from EAGLE, LBA, and GMAC as a subsequent lender to the loan for the following willful violations of the law during the origination and closing of the loan. Kenneth J Taggart has paid higher closing Cost on the loan, paid a higher interest rate than disclosed, and has suffered, among other things, severe emotional stress, defamation, and financial stress. As a result, Kenneth J Taggart is entitled to compensatory damages suffered as well as punitive damages, statutory damages, general damages, special damages, treble damages, cost of suit, attorneys fees, rescission of the loan, as well as any other relief the court deems just and proper.

Furthermore, Kenneth J Taggart is entitled to relief from GMAC for the servicing violations during the servicing of the loan. GMAC , among other things, charged late fees while in dispute, charged a higher escrow payment than permitted by law, charged forced insurance when insurance was in place, caused financial defamation by reporting inaccurate information to credit bureaus as well as the government (Housing and Urban Development - HUD).

As a result, Kenneth J Taggart is entitled to compensatory damages suffered as well as punitive damages, statutory damages, general damages, special damages, treble damages, cost of suit, attorneys fees, rescission of the loan, as well as any other relief the court deems just and proper.

JURISDICTION & VENUE

1) Jurisdiction and Venue is conferred as the property is located in Montgomery County and all transactions took place in Montgomery County and Bucks County, State of Pennsylvania.

2) Defendant relies on Federal Statutes and Pennsylvania State law on which to base his claims ; The Real Estate Settlement & Procedures Act, & The Consumer Protection Credit Act. 15 U.S.C. 1601, The Federal Truth In Lending Act & Regulation "Z", The Fair Credit Reporting Act, The Fair Debt Collection Practices Act, - Pennsylvania State Law, The Pennsylvania Unfair Trade, Practices and Consumer Protection, The Fair Credit Extension Uniformity Act.
Act 15 U.S.C. 1601, 12 U.S.C.A. 2601, 12 U.S.C.A. 2603, 12 U.S.C.A. 2604, 12 U.S.C.A. 2607, 12 U.S.C.A. 2610, 12 U.S.C.A. 2603, 24 CFR 3500.14, 24 CFR 3500.6, 24 CFR 3500.7, CFR 3500.10, 12 CFR 226.20, 12 CFR 226.19(b), 12 CFR 226.18, 12 CFR 226.18(g), 12 CFR 226.18(h), 12 CFR 226.31(c), 12 CFR 226.32(c), 15 U.S.C. 1639(a), 15 U.S.C. 1639(b), 15 USC 1681, 12 USC 2605, 15 USC 1601, 1692, 1692-1622p.
UTCPL 73 PS. 201-1 73 P.S. 201-9.2, 73 P.S. 2270.1

PRELIMINARY ALLEGATIONS

3) At all times relevant herein, Defendant, Kenneth J Taggart, is the owner of a residential property whose address is ; 521 Cowpath Rd, Telford, Pa 18969

4) At times relevant herein, Defendant is informed and believe that the all Plaintiffs, GMAC Mortgage, LLC, LBA Financial Group LLC and Eagle Nationwide Mortgage Company are a Limited Liability Company, Corporation or Limited Liability Partnership doing business in Montgomery County, State of Pennsylvania.

5) At all times relevant herein, Defendant is informed and believes and thereon alleges that the true names, and identities and capacities, whether individual corporation, association, partnership or otherwise are at this time unknown to Defendant who therefore sues said Plaintiff(s) by such fictitious names and will so amend complaint to show the true names and capacities of such Doe Defendant(s) when the same are ascertained.

6) At all times relevant herein, Plaintiff(s) are sued and were acting as principal employer, and or agent, servant and employee of the said principal(s) or employee(s), and all of the acts performed by them, or their agents, servants And employees, were performed with the knowledge and under the control of Said principal(s) or employer(s) and all such acts performed by such agents, servants and/or employers, were performed within the course and scope of their authority.

7) Plaintiff, GMAC Mortgage, LLC shall identify who or what companies are " The Servicer ", which companies are the actual "Mortgage Company" , "The Investor(s) and all parties who have an interest in any way to the subject loan". Plaintiff, GMAC Mortgage, LLC, shall identify and amend the complaint to show them as defendants in counterclaim and either accept service for the them

or allow the defendant time to amend and serve additional parties.

Procedural History & Statement of Facts

8) About May or June 2008, defendant contacted a mortgage company, Eagle Nationwide Mortgage Company to refinance a property located at 521 Cowpath Rd, Telford, Pa 18969. Eagle Nationwide Mortgage Company indicated that they would broker the loan to LBA Financial Group, Inc. LBA Financial Group, LLC then provided disclosures and terms of the loan and the loan closed on July 11, 2008. LBA Financial Group, LLC (LBA) is the company who Actually loaned the money to Kenneth J Taggart.

9) The loan was quickly sold to GMAC Mortgage, LLC (GMAC) within a few weeks to 30 days. GMAC owned the loan and GMAC or it's affiliated company d/b/a GMAC Mortgage has serviced the loan since it was purchased from LBA Financial Group, LLC to the best of defendants knowledge.

Additional Statement of Facts & Recent Disputes

10) There have been several issues recently that have been in dispute with Plaintiff, GMAC Mortgage by the Defendant, Kenneth J Taggart.

11) On January 11, 2009 GMAC Mortgage sent a notification letter to Defendant that indicating that there is no insurance on the property and that

forced insurance coverage was being charged to the account. GMAC Mortgage, Plaintiff obtained insurance with a premium amount of \$7,261 per year charged the escrow account.

12) This was an illegal and breach of contract by GMAC; GMAC is the one who received the invoice and paid for the 1 year insurance policies on 8/1/08 and 9/1/09 for the property . Insurance information was also provided again in November 2008 and faxed again in January 2009 by Defendant; GMAC failed to document this. This was an absorbitant amount of money for Insurance that was already paid for by GMAC out of Defendant's escrow account that was not needed. To date, Defendant has not received full audit of the escrow account showing a full credit for this, even though it was disputed several times and no response on the last request from June 29,2009.

13) On February 9, 2009 GMAC completed an escrow analysis (see attached) and would not remove forced insurance, even after Defendant provided it again; The escrow letter stated that, "even if the shortage is paid in full, payment would be, \$6,007 even though Defendant's taxes and insurance were relatively the same or only a marginal difference . How did payment go up over \$400 a month even if paid in full. This is ambiguous and conflicting. This was never disclosed in Truth-In-Lending documents.

14) Kenneth J Taggart, Defendant, then sent a qualified written request dated April 24,2009 to GMAC Mortgage stating that the escrow portion of the payment was in dispute. Kenneth J Taggart attempted to pay on-line the amount

not in dispute of \$5,401.26 but the computer would not accept the payment or Anything GMAC Mortgage considered less than full payment; This is in violation of "RESPA - Section 6" of loan servicing. I also failed to receive Acknowledgement of my qualified written request within 20 days as required by RESPA Sec 6. Plaintiff, GMAC also failed to provide the name, phone number and extension of a person who can resolve the problem.

15) On May 12,2009 GMAC Mortgage completed another escrow analysis and concluded that the monthly payment was now only going to increase by \$209.00 month (\$2,508.00 Yr), however insurance and taxes were close to the same amount as the prior year or only a marginal increase. The letter returned to Defendant also stated the wrong address as Defendant's address had changed and GMAC had not honored the request to change plaintiff's address. GMAC failed to update Defendants address change from the April 20,2009 letter requesting address change. Defendant did not receive the May 12,2009 escrow analysis until the beginning of June 2009. Again, GMAC Mortgage refused to accept any payments except what they deemed to be the right payment. Furthermore, GMAC Mortgage kept charging Defendant late fees and inspection fees while in dispute in violation of RESPA -Sec 6. Plaintiff, GMAC refused to remove any late fees or inspection fees charged while in dispute and would not lower escrow payment or provide valid reason or proof for increase.

16) On May 28,2009 Kenneth J Taggart made a 2nd request for address change. On June 9,2009 GMAC Mortgage finally acknowledged address change by providing letter to Kenneth J Taggart.

17) On June 2, 2009 GMAC sent a foreclosure notice to the wrong address and demanded payment in full with inspection fees and late fees charged while in dispute. Defendant made another attempt via the phone to speak to someone at GMAC who could remove illegally charged late fees and inspection fees from the account and Defendant would pay all payments that were due even though Defendant was still disputing the \$209.00 month increase. GMAC Mortgage told Defendant on the phone they could not do this.

18) On June 29, 2009 Defendant had sent another qualified written request indicating the escrow calculation was incorrect. GMAC never responded with a 20 day notification or acknowledgement of request. Defendant offered again in July 2009 to pay all payments up to date minus the late fees and inspection fees (while still in dispute) and they indicated there were now court costs or attorney fees added as well as late fees and inspections fees. GMAC indicated that they would only accept payment in full, including all costs they deemed appropriate, or offer a possible modification. Defendant called GMAC customer service in the beginning of August 2009 and customer service was going to contact supervisor or management and told Defendant to call back. When Defendant called GMAC Mortgage back, they could not do anything except as previously stated and then told Defendant to call their attorney (GMAC's attorney) as it was in their hands.

Plaintiff failed again to provide the name, phone number and extension of a person who can resolve the issue.

19) When Defendant contacted the GMAC Mortgage's attorney and

mentioned that GMAC was considering crediting inspection fees and late fees, they told me to call GMAC Mortgage. It went around and around from there until Kenneth J Taggart was served a Complaint for mortgage foreclosure on August 24, 2009 from GMAC.

20) Defendant then retrieved and reviewed original mortgage documents and disclosures. The escrow agreement disclosure indicates that the escrow payments per month shall be \$1,231.84. Less than one year later the payment increased by \$209 month; This was not disclosed in Truth-In-Lending documents (Taxes & insurance are relatively the same). It is apparent that this was not disclosed prior to or at settlement. Furthermore servicing of the loan was not disclosed properly in the mortgage servicing statement provided at settlement to Defendant. It states that "We are able to service your loan" and "We are not able to service your loan". It also does not disclose the "assign, sell or transfer" disclosure properly on page #2.

21) It has also become apparent that the Plaintiff, LBA Financial provided two different Truth-In-Lending disclosures one on 7/10/08 with an APR of 7.091% and another on 7/14/08 with an APR of 7.092%. GMAC as a subsequent lender is responsible for the violation.

22) The original Mortgage company, LBA Financial Group, LLC did not extend rescission on 7/14/08 disclosure provided after closing, but did before disbursement. Disbursement was on 7/16/08 without LBA giving Kenneth J Taggart a three day rescission period. This is a Truth-In Lending/RESPA violation.

23) The loan fees and escrow page provided by LBA & Eagle also appear to have fees that were not disclosed prior to settlement. These are TILA & RESPA violations. GMAC as a subsequent lender is responsible for the violation. Eagle and LBA, among other things charged at closing a processing fee of \$175, an origination fee of \$6,499, a discount fee of \$8,245 and a commitment fee of \$695. Eagle and LBA also failed to provide estimate of closing costs within 3 days of application,

24) During the dispute process GMAC Mortgage violated SEC 6 of RESPA, "The Real Estate Settlement and Procedures Act", by not protecting the credit rating of Kenneth J Taggart while in dispute and charging inspection fees while in dispute. GMAC also failed to provide the name and phone number of someone who can help resolve my problem on several occasions. GMAC also violated the "Fair Debt Collection Practices Act "(FDCP) and "The Fair Credit Reporting Act" (FCRA). It has become apparent that RESPA was willfully violated on several occasions; There are also violations of Sate law: The Pennsylvania Unfair Trade Practice and Consumer Protection Act (UTPCPL). GMAC also reported to The Department of Housing and Urban Development Sometime prior to January 27,2010 that Kenneth J Taggart was in default on his Loan as a result of GMAC demanding higher payments than required regarding escrow and late fees illegally charged.

25) GMAC has disregarded the law and has made no attempt to resolve this and has shown no regard for consumer whatsoever.

26) Kenneth J Taggart requests that an injunction be issued against GMAC Mortgage to refrain from reporting and late payments, derogatory information or foreclosure information to the credit bureaus or any other party that would have need to use the payment history. This is currently causing "Defamation of Character" against Kenneth J Taggart.

27) By providing evidence of Truth-In-Lending & RESPA origination laws as well as RESPA Sec 6 servicing laws, Fair Debt Collection Practices and The Fair Credit Reporting Act, Kenneth J Taggart would like to motion to the court to Quiet title "dismiss all charges with prejudice" against Kenneth J Taggart. GMAC Mortgage filed an illegal foreclosure and should be dismissed.

28) Kenneth J Taggart would like to motion for the loan to be rescinded under violations of The Truth-In-Lending Act as well as the Real Estate Settlement and Procedures Act.

29) If the motion is not granted for any reason, a stay is requested for the foreclosure action on 521 Cowpath Rd; Telford, Pa 18969. The stay is requested until all litigation is been exhausted.

30) GMAC's foreclosure complaint should be "dismissed with prejudice" for lack of subject matter. GMAC refused to resolve simple escrow and payment issues. Furthermore, Truth-In-Lending and RESPA violations have also become Apparent and loan should be rescinded.

FIRST CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, allege as follows:

31) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

32) Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, charged undisclosed fees to Defendant. Plaintiff charged defendant unearned fees at closing without prior disclosure. Eagle and LBA, among other things charged at closing a processing fee of \$175, an origination fee of \$6,499, a discount fee of \$8,245 and a commitment fee of \$695. Eagle and LBA also failed to provide estimate of closing costs within 3 days of application,

33) Plaintiff's violated " The Real Estate Settlement and Procedures Act" by not disclosing all fees and charges prior to settlement. RESPA 24 CFR 3500.14, 12 U.S.C. 2607

34) Plaintiff(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s) in an amount according to proof.

35) Defendant is informed and believes that as a further result of Plaintiff's conduct, defendant has suffered economic damages in the amount to

be proven at trial.

36) Defendant is informed and believes and thereon alleges that as a result of the misrepresentations by the Plaintiff(s), Defendant has suffered Severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

SECOND CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, allege as follows:

37) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein

38) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to provide all mortgage documents and HUD 1 statement at least 24 hours prior to settlement.

39) Plaintiff violated the " Real Estate Settlement and Procedures Act" RESPA 3500.10, 12 U.S.C. 2603

40) Plaintiff(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff in an amount according to proof.

41) Defendant is informed and believes that as a further result of Plaintiff's conduct, defendant has suffered economic damages in the amount to be proven at trial.

42) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

THIRD CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, allege as follows:

43) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

44) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to provide all disclosures and estimate of closing costs 3 days after application.
24 CFR 3500.7

45) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages

from the Plaintiff in an amount according to proof.

46) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

47) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), Defendant has suffered severe LBA, Eagle & GMAC as a subsequent lender, emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

FOURTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(S), LBA, Eagle & GMAC as a subsequent lender, allege as follows.

48) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

49) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to disclose the payment schedule per "Regulation Z " 12 C.R.F. 226.18(g) Creditors must disclose the number, amounts, and timing of payments scheduled to repay the obligation. (Exhibit A5 & A6)

50) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the

Plaintiff, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

51) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

52) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

FIFTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, allege as follows

53) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

54) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to disclose the total payments, using that term, and a descriptive explanation such as " The amount you will have paid when you have made all scheduled

payments". 12 C.F.R. 226.18(h). The total payments & the sum of the payments disclosed 12 C. F. R. 226.18(g).

55) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

56) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

57) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

SIXTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(S), LBA, Eagle & GMAC as a subsequent lender, allege as follows

58) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

59) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to provide proper disclosures under the " Home Owners equity Protection Act" (HOEPA). The defendant(s) failed to deliver to the consumer special HOEPA disclosure notice at least three days prior to closing of the loan. 15 U.S.C. 1639(b); 12 C.F.R. 226.31 (c)

60) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff (s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

61) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

62) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff, LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

SEVENTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(S), LBA, Eagle & GMAC as a subsequent lender, allege as follows

63) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

64) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to provide proper disclosures under the " Home Owners equity Protection Act" (HOEPA). The defendant(s) failed to provide notice that " The consumer need not enter into the loan, and if he does enter the loan, he could loose his home and any money as put in it." 15 U.S.C. 1639(a); 12 C.F.R. 226.32(c)

65)Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s),LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous

and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

66) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

67) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

EIGHTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(S), LBA, Eagle & GMAC as a subsequent lender, allege as follows

68) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

69) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to provide to Plaintiff HOEPA notices that include: an accurate statement of APR, monthly payments, and a maximum payment amount on variable rate loans. 15 U.S.C. 1639 (a)(2); 12 C.F.R. 226.32(c)(2)-(4)

Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to provide HOEPA disclosure to Plaintiff that must state the total amount borrowed. 12 C.F.R. 226.32(c)(3)-2.

70) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

71) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

72) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

NINTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(S), LBA, Eagle & GMAC as a subsequent lender, allege as follows

73) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

74) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to disclose the loan term(s) throughout the loan when the rate or payment amount is changed, including escrow payment RESPA Regulation "X" . 12 C.F.R. 226.20 (escrow disclosures attached - see Exhibits A4, A18-A23 and A35-A37)

75) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

76) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

77) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a

subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TENTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(S), LBA, Eagle & GMAC as a subsequent lender, allege as follows

78) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

79) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to provide proper disclosures under the " Home Owners equity Protection Act" (HOEPA). The defendant(s) failed to deliver to the consumer special HOEPA disclosure notice at least three days prior to closing of the loan. 15 U.S.C. 1639(b); 12 C.F.R. 226.31 (c)

80) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

81) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

82) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

ELEVENTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(S), LBA, Eagle & GMAC as a subsequent lender, allege as follows

83) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

84) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, ailed to provide and disclose all terms of the loan at the time of mortgage application in violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1, 73 P.S. 201-9.2. Failed to disclose Interest Rate, Annual percentage Rate (APR), terms and escrow required. APR changed After closing and escrow not correct. (see Exhibits A5, A6, A18 - A23, A35-A37)

85) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of

them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

86) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

87) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWELTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(S), LBA, Eagle & GMAC as a subsequent lender, allege as follows

88) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

89) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to provide and disclose all fees and cost of the loan at the time of mortgage application in violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTCPL"), 73 P.S. 201-1, 73 P.S. 201-9.2. Failed to disclose all closing costs, total costs of the loan, and total payments per "Regulation Z". Total cost of loan was incorrect as tow APR's were provided at closing. (see Exhibits

90) Plaintiff(s),LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

91) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

92) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

THIRTEENTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(S), LBA, Eagle & GMAC as a subsequent lender, allege as follows

93) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

94) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to provide and disclosures all fees and cost of the loan at least 3 days prior to closing of the loan. "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTCPL"), 73 P.S. 201-1, 73 P.S. 201-9.2. Eagle and LBA, among other things charged at closing a processing fee of \$175, an origination fee of \$6,499, a discount fee of \$8,245 and a commitment fee of \$695. Eagle and LBA also failed to provide estimate of closing costs within 3 days of application,

95) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

96) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

97) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

FOURTEENTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, allege as follows

98) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

99) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to provide closing documents and HUD 1 statement at least 24 hours prior to closing of the loan. "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTCPL"), 73 P.S. 201-1, 73 P.S. 201-9.2.

100) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the

Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

101) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

102) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff,(s),LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

FIFTEENTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, allege as follows

103) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

104) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, willfully

failed to disclose the payment schedule per "Creditors must disclose the number, amounts, and timing of payments scheduled to repay the obligation. A violation of TILA & RESPA Constitutes a violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1,73 P.S. 201-9.2.

105) Plaintiff, LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

106) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

107) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS
PRAYED

SIXTEENTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, allege as follows

108) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

109) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to disclose the total payments, using that term, and a descriptive explanation such as " The amount you will have paid when you have made all scheduled payments. A violation of TILA & RESPA Constitutes a violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1, 73 P.S. 201-9.2.

110) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

111) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

112) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

SEVENTEENTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, allege as follows

113) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

114) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to provide proper disclosures under the " Home Owners equity Protection Act" (HOEPA). The defendant(s) failed to deliver to the consumer special HOEPA disclosure notice at least three days prior to closing of the loan. . "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1,73 P.S. 201-9.2.

115) Plaintiff(s),LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and

oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor, thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

116) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

117) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

EIGHTEENTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, allege as follows

118) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

119) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to

provide proper disclosures under the " Home Owners equity Protection Act" (HOEPA). The defendant(s) failed to provide notice that " The consumer need not enter into the loan, and if he does enter the loan, he could loose his home and any money as put in it." "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1,73 P.S. 201-9.2

120) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

121) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

122) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

NINETEENTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(S) ,LBA, Eagle & GMAC as a subsequent lender, allege as follows

123) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

124) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, failed to disclose the loan term(s) throughout the loan when the rate or payment amount is changed A violation of TILA & RESPA constitutes a violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" (UTPCPL"), 73 P.S. 201-1,73 P.S. 201-9.2.

125) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

126) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

127) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s),LBA, Eagle & GMAC as a

subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWENTIETH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff, GMAC, allege as follows

128) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

129) Defendant disputed the payment history, payments credited as well as payment amount several times and plaintiff, GMAC, failed to follow the procedure under " The Fair Credit Reporting Act".

130) Plaintiff, GMAC, failed to report to the Credit Bureaus that the loan was in dispute, failed to make a consumer report disclosure, reported inaccurate information to the credit bureaus, and damaged the character of the defendant.

131) 4/09, 5/09,6/09,7/09,8/09 & 9/09 Plaintiff, GMAC, failed to report the account as "In Dispute" with the credit Bureaus.

132). 4/09, 5/09,6/09,7/09,8/09 & 9/09 Plaintiff, GMAC, refused to credit payments as required.

133). 4/09, 5/09,6/09,7/09,8/09 & 9/09 Plaintiff , GMAC, reported inaccurate and Derogatory information while in dispute in violation of "The Fair

Credit Reporting Act". 15 U.S.C. 1681

134) Plaintiff, GMAC, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff, GMAC, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff , GMAC, in an amount according to proof.

135) Defendant is informed and believes that as a further result of Plaintiff's, GMAC, conduct, defendant has suffered economic damages in the amount to be proven at trial.

136) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff, GMAC, Defendant has suffered Severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWENTY FIRST CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff, GMAC, allege as follows

137) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

138) Defendant disputed the payment history, payments credited, as well as payment amount several times and Plaintiff, GMAC, failed to follow the

procedure under " Real Estate Settlement and Procedures Act".

Plaintiff , GMAC, failed to report to the Credit Bureaus that the loan was in dispute, failed to make a consumer report disclosure, reported inaccurate information to the credit bureaus, and damaged the character of the Defendant.

139) On 4/24/09 & 6/29/09 in writing as well as several times via the phone, Plaintiff GMAC, failed to provide the name, person, and phone number who can resolve the dispute. Plaintiff, GMAC, refused and failed to credit payments as required.

140) Plaintiff , GMAC, reported inaccurate and derogatory information while in dispute in violation of Section six of "The Real Estate Settlement and Procedures Act". 12 U.S.C. 2605. Plaintiff failed to protect the credit rating of the Plaintiff, GMAC, during the 60 day protection period while in dispute 4/09, 5/09,6/09,7/09,8/09 & 9/09 .

141) Plaintiff, GMAC, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. conduct by the Plaintiff, GMAC, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff, GMAC, in an amount according to proof.

142) Defendant is informed and believes that as a further result of Plaintiff, GMAC's, conduct, defendant has suffered economic damages in the amount to be proven at trial.

143) Defendant is informed and believes and thereon alleges that as a

result of the misrepresentation of the Plaintiff, GMAC, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWENTY SECOND CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff, GMAC, allege as follows

144) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

145) Defendant disputed the payment history, payments credited as well as payment amount several times and Plaintiff, GMAC, failed to follow the procedure under " Fair Debt Collections Practices Act". Plaintiff, GMAC, failed to report to the Credit Bureaus that the loan was in dispute, failed to make a consumer report disclosure, reported inaccurate information to the credit bureaus, and damaged the character of the Defendant.

146). Plaintiff, GMAC, failed on 4/09, 5/09,6/09,7/09,8/09 & 9/09 to report to credit bureaus "As Disputed". Section 807(f) 15 U.S.C. 1601, 15 U.S.C. 1692 ,1692-1622p

147). Plaintiff, GMAC, on failed to credit Defendant's payments as required on 4/09, 5/09,6/09,7/09,8/09 & 9/09.

148). Plaintiff, GMAC, on 4/09, 5/09,6/09,7/09,8/09 & 9/09 reported

inaccurate and derogatory information while in dispute in violation of "The Fair Debt Collection Practices Act" Sec 809(b) Defendant(s) failed to protect the credit rating of the Plaintiff, GMAC, without validating debt and while in dispute .
15 U.S.C. 1601, 15 U.S.C. 1692 1692-1622p

149) Plaintiff, GMAC, continued collection activity and reported misinformation to credit bureaus even when debt was not validated. "Fair Debt Collection Practices Act" 809(b).

150) Plaintiff, GMAC, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff, GMAC, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff, GMAC, in an amount according to proof.

151) Defendant is informed and believes that as a further result of Plaintiff's, GMAC, conduct, defendant has suffered economic damages in the amount to be proven at trial.

152) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff, GMAC, Defendant has suffered Severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWENTY THIRD CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR

RELIEF for Intentional Misrepresentation against Plaintiff, GMAC, allege as follows

153) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

154) Defendant is the owner in fee of title to property commonly known as: 521 Cowpath Rd. Plaintiff, GMAC, claims and assert interest in the above described real property which are adverse to Defendant. The claims of Plaintiff, GMAC, are based on the deeds of trust.

155) The deeds of trust are invalid and void as to Defendant's property because Defendant is entitled to offsets against the promissory notes that are secured by deeds of trust, and these offsets are greater in amount than the sum that would otherwise be due under the promissory notes, and Defendant is entitled to rescission of the promissory notes and deeds of trust such that Plaintiff's, GMAC, claim to the property is released.

156). Defendant seeks to Quiet Title as of the date this counter claim is filed.

157) Plaintiff, LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff in an amount according to proof.

158) Defendant is informed and believes that as a further result of

Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

159) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWENTY FOURTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender allege as follows

160) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

162) Defendant is the owner in fee of title to property commonly known as: 521 Cowpath Rd, Telford, Pa 18966. Defendant contends that that a breach of obligation secured by the deed of trust has occurred in that contends that he is able to retain possessory rights to the property based on the willful intentions by LBA, Eagle & GMAC as a subsequent lender to mislead, neglect, lack of material disclosure, as well as other violations of the law throughout the loan application process and servicing.

163) Plaintiff, LBA, Eagle & GMAC as a subsequent lender and each of

them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous, and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff in an amount according to proof.

164) Defendant is informed and believes that as a further result of Plaintiff's , LBA, Eagle & GMAC as a subsequent lender conduct, defendant has suffered economic damages in the amount to be proven at trial.

165) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWENTY FIFTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender allege as follows

166) Defendant repeats and re pleads paragraphs 1 through 30 and

incorporates the allegations by reference as though fully set-forth herein.

167) Plaintiff(s) LBA, Eagle & GMAC as a subsequent lender, caused a breach of contract by not honoring terms of the contract in regards to loan payments, escrow, loan fees, servicing and origination of the loan in question. GMAC charged a higher escrow amount than disclosed or required in the loan documents. (see exhibits A4, A34, A18 - A23, A35-A37)

168) Plaintiff(s) ,LBA, Eagle & GMAC as a subsequent lender and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, in an amount according to proof.

169) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender, conduct, defendant has suffered economic damages in the amount to be proven at trial.

170) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWENTY SIXTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff, GMAC, allege as follows

171) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

172) Defendant disputed the payment history, payments credited, as well as payment amount several times and Plaintiff, GMAC, failed to follow the procedure under " Real Estate Settlement and Procedures Act"-Section Six; Therefore, a violation of the UTPCPL 73 P.S. 201-1 & 201-9.2.

Plaintiff, GMAC, failed to report to the Credit Bureaus that the loan was in dispute, failed to make a consumer report disclosure, reported inaccurate information to the credit bureaus, and damaged the character of the defendant..

173) On 4/24/09 & 6/29/09 in writing as well as several times via the phone Plaintiff, GMAC, failed to provide the name, person, and phone number who can resolve the dispute to Defendant.

174) Plaintiff, GMAC, refused and failed to credit payments as required And reported inaccurate and derogatory information while in dispute in violation of Section six of "The Real Estate Settlement and Procedures Act". 12 U.S.C. 2605. Plaintiff, GMAC, failed to protect the credit rating of the Defendant during the 60 day protection period while in dispute on 4/09, 5/09,6/09,7/09,8/09 & 9/09 and continue to do so.

175) Plaintiff, GMAC, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff, GMAC, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff in an amount according to proof.

176) Defendant is informed and believes that as a further result of Plaintiff's, GMAC, conduct, defendant has suffered economic damages in the amount to be proven at trial.

177) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff, GMAC, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWENTY SEVENTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff,, GMAC, allege as follows

178) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

Defendant disputed the (with GMAC) payment history, payments credited, as well as payment amount, several times and Plaintiff, GMAC, failed to follow the

procedure under " The Fair Credit Reporting Act"; Therefore a violation of the UTPCPL 73 P.S. 201-1 & 201-9.2.

179) Plaintiff , GMAC, failed to report to the Credit Bureaus that the loan was in dispute, failed to make a consumer report disclosure, reported inaccurate information to the credit bureaus, and damaged the character of the Defendant.

180) On 4/09, 5/09,6/09,7/09,8/09 & 9/09 Plaintiff , GMAC, failed to report the account as "In Dispute" with the credit Bureaus.

181). On 4/09, 5/09,6/09,7/09,8/09 & 9/09 Plaintiff, GMAC, refused to credit payments as required by law.

182). On 4/09, 5/09,6/09,7/09,8/09 & 9/09 Plaintiff , GMAC, reported inaccurate and derogatory information about Defendant ,while in dispute, in violation of "The Fair Credit Reporting Act". 15 U.S.C. 1681

183) Plaintiff, GMAC, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. conduct by the Plaintiff , GMAC, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff , GMAC, in an amount according to proof.

184) Defendant is informed and believes that as a further result of Plaintiff's , GMAC, conduct, defendant has suffered economic damages in the amount to be proven at trial.

185) Defendant is informed and believes and thereon alleges that as a

result of the misrepresentation of the Plaintiff, GMAC, Defendant has suffered
Severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS
PRAYED

TWENTY EIGHTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR
RELIEF for Intentional Misrepresentation against Plaintiff, GMAC, allege as
follows:

186) Defendant repeats and re pleads paragraphs 1 through 30 and
incorporates the allegations by reference as though fully set-forth herein.

187) Defendant disputed the payment history, payments credited as well
as payment amount several times and Plaintiff, GMAC, failed to follow the
procedure under " Fair Debt Collections Practices Act". Defendant(s) failed to
report to the Credit Bureaus that the loan was in dispute, failed to make a
consumer report disclosure, reported inaccurate information to the credit
bureaus, and damaged the character of the Defendant.

188). Plaintiff, GMAC, failed on 4/09, 5/09, 6/09, 7/09, 8/09 & 9/09
to report to credit bureaus "As Disputed". Section 807(f) 15 U.S.C. 1601,
15 U.S.C. 1692, 1692-1622p

189). Plaintiff, GMAC, on failed to credit Defendant's payments as
required on 4/09, 5/09, 6/09, 7/09, 8/09 & 9/09.

190). On 4/09, 5/09, 6/09, 7/09, 8/09 & 9/09 Plaintiff, GMAC, reported
inaccurate and derogatory information about Defendant, while in dispute, in

violation of "The Fair Debt Collection Practices Act" Sec 809(b). Plaintiff, GMAC, failed to protect the credit rating of the Defendant without validating debt, and while in dispute 15 U.S.C. 1601, 15 U.S.C. 1692 1692-1622p; Therefore this constitutes violations of "The Fair Credit Extension Uniformity Act" 73 P.S. 2270.1 & "The Unfair Trade Practices and Consumer Protection Law UTPCPL 73 P.S. 201-1 & 201-9.2.

191) Plaintiff, GMAC, continued collection activity and reported Misinformation to credit bureaus even when debt was not validated. "Fair Debt Collection Practices Act"809(b).

192) Plaintiff, GMAC, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff, GMAC, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff, GMAC, in an amount according to proof.

193) Defendant is informed and believes that as a further result of Plaintiff's, GMAC, conduct, defendant has suffered economic damages in the amount to be proven at trial.

194) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff, GMAC, Defendant has suffered Severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

TWENTY NINTH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, allege as follows

195) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

196) Plaintiff(s) LBA, Eagle & GMAC as a subsequent lender mischaracterized the debt as a result of a TILA, "Truth in Lending Act" violation constituting a violation of the FCEUA, "The Fair Credit Extension Uniform Act". 73 P.S. 2270.4(b)(5)(ii) & 2270.49(b) (6)(I). Did not properly disclose all terms per TILA; Mischaracterized the escrow disclosure, APR disclosure (provided 2 APR disclosures at settlement and did not disclose correct APR prior to closing), Total payments on TILA/REG "Z" disclosure indicating total number of payments per TILA.

197) Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff, LBA, Eagle & GMAC as a subsequent lender, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender in an amount

according to proof.

198) Defendant is informed and believes that as a further result of Plaintiff's, LBA, Eagle & GMAC as a subsequent lender conduct, defendant has suffered economic damages in the amount to be proven at trial.

199) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff(s), LBA, Eagle & GMAC as a subsequent lender Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

THIRTIETH CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff, GMAC, allege as follows

200) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

201) Plaintiff, GMAC, caused "Defamation of Character" of Defendant for several reasons: A) Plaintiff ,GMAC, reported derogatory, inaccurate and false information to credit bureaus while in dispute with Plaintiff; The account is still in dispute with Plaintiff, GMAC, , i.e. legal action, and the Plaintiff , GMAC,

continued to defame Defendant by reporting derogatory, inaccurate, and false information to the credit bureaus . B) Plaintiff , GMAC, defamed Defendant by filing illegal foreclosure action in violation of RESPA and contract law defaming Defendant and mischaracterizing the debt to the public. C) Reported false and inaccurate information to HUD indicating Kenneth J Taggart was in default and that Kenneth J Taggart has not made payments as per loan terms. If fact GMAC Would not accept loan payments as per the loan terms and declared the loan As "Delinquent or In Default".

202) Plaintiff, GMAC, , committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff, GMAC, , amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff in an amount according to proof.

203) Defendant is informed and believes that as a further result of Plaintiff's, GMAC, conduct, defendant has suffered economic damages in the amount to be proven at trial.

204) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff, GMAC, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

THIRTY FIRST CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff, GMAC, allege as follows

205) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

206) Plaintiff, GMAC, violated Privacy Rights and U.S. Constitutional Rights of Defendant by publicizing and filing foreclosure and submitting false information to the public and government including HUD. Also requesting name of person and personal information of residents in the property. Plaintiff, GMAC, has no legal right to report any Payment or financial information to the credit bureaus. Defendant has never given consent to Plaintiff to report private information to any third party. The plaintiff, GMAC, has violated the Defendants U.S. Constitutional Rights including the 1st Amendment of Freedom of Expression by depriving defendant the right to be a FHA appraiser or participate in any other government programs, The 4th Amendment by depriving defendant of Life Liberty and Property without due process (The defendant has been barred from participating In government programs including the participation as an FHA Appraiser due to The inaccurate reporting without due process), The 14th Amendment, by depriving Defendant of life, liberty or property without due process of the law and denied the defendant within its jurisdiction the equal protection of the laws. The actions by GMAC has resulted in a permanent loss of income by Defendant, Kenneth J Taggart.

207) Plaintiff, GMAC, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff,, GMAC, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff , GMAC, in an amount according to proof.

208) Defendant is informed and believes that as a further result of Plaintiff's, GMAC, conduct, defendant has suffered economic damages in the amount to be proven at trial.

209) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff, GMAC, Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

THIRTY SECOND CLAIM FOR RELIEF

COMES NOW DEFENDANT and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Plaintiff, GMAC, allege as follows

210) Defendant repeats and re pleads paragraphs 1 through 30 and incorporates the allegations by reference as though fully set-forth herein.

211) Plaintiff, GMAC, violated the "Mortgage Property Insurance

Coverage Act" 7 P.S. 6701, PA ST 7 P.S. 6701 & 6703 by attempting to require more money in escrow than allowed by law and causing and/or illegally filing foreclosure as a result of such breach. Lender , GMAC, also "Force Placed Insurance" on Defendant even though Defendant had adequate insurance and provided proof to Plaintiff, GMAC, ; Furthermore, GMAC, is charging well above market rates to increase profits for Plaintiff, GMAC, and not returning this to Defendant. Plaintiff, GMAC, is still currently refusing to return \$7,800 insurance premium charged and is still charging more than required by law in monthly escrow payments.

212) Plaintiff, GMAC, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Defendants rights. Conduct by the Plaintiff, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Defendant to recover punitive damages from the Plaintiff in an amount according to proof.

213) Defendant is informed and believes that as a further result of Plaintiff's, GMAC, conduct, defendant has suffered economic damages in the amount to be proven at trial.

214) Defendant is informed and believes and thereon alleges that as a result of the misrepresentation of the Plaintiff, GMAC, , Defendant has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH DEFENDANT SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

ALL FOR WHICH PLAINTIFF PRAY AS FOLLOWS

On all Claims for Relief:

1. Compensatory Damages in an amount to be proven at trial;
2. General Damages in the amount in excess of \$5,000,000 or to be proven at trial;
3. Punitive Damages in the amount in excess of \$5,000,000 or to be proven at trial;
4. Statutory Damages in the amount to be proven at trial;
5. Special Damages in the amount to be proven at trial;
6. Treble Damages in the amount to be proven at trial;
7. Rescission of Loan;
8. Cost of suit;
9. Attorneys fees; and,
10. Such other relief as the court deems just and proper

Dated April 28th 2010

Kenneth J Taggart


Plaintiff

Pro Se

Exhibit 3 to Objection

Hall Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:	)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u>,	)	Chapter 11
)	
Debtors.	)	Jointly Administered
-----)	

**DECLARATION OF DAN HALL
IN SUPPORT OF RESCAP BORROWER CLAIMS TRUST'S
OBJECTION TO PROOF OF CLAIM NO. 5257 FILED BY KENNETH TAGGART**

I, Dan Hall, hereby declare as follows:

I. BACKGROUND AND QUALIFICATION

1. I currently serve as a Senior Relationship Manager for QBE FIRST Insurance Agency, Inc. ("**QBE FIRST**"). In such capacity, I performed work for the GMAC Mortgage, LLC ("**GMACM**") lender placement program. Between November 2003 and July 31, 2012, I performed similar work for Newport Management Corporation ("**Newport**"). QBE FIRST and Newport are sister companies.

2. In my work for Newport, I was responsible for, among other things, overseeing the process by which mortgages serviced by GMACM were monitored for adequate hazard insurance coverage. I also was responsible for overseeing the mailing of "cycle letters," which are letters sent to borrowers to notify them of inadequate hazard insurance coverage, as well as the placement of hazard insurance on those loans for which the borrower does not carry adequate insurance, and, where necessary, the processing of refunds in connection with cancelled hazard insurance policies.

3. I am familiar with the books and records maintained by Newport (the “**Books and Records**”), and am qualified by my position to identify those records and certify their authenticity.

4. In connection with preparing this declaration, I have reviewed and analyzed the Books and Records pertaining to Newport’s tracking and placement of hazard insurance on the property owned by Kenneth J. Taggart (“**Claimant**”) located at 521 Cowpath Road, Telford, PA 18969 (the “**Property**”). Except as otherwise indicated, all statements in this declaration are based upon my personal knowledge of Newport’s operations and information learned from my review of Newport’s Books and Records. If I were called upon to testify, I could and would testify competently to the facts set forth in this declaration on that basis.

5. Except as otherwise noted below, each of the records attached to or accompanying this declaration are original records of Newport’s business or true and accurate duplicates thereof. In addition, these records were (i) made at or near the time of the occurrence of the matters set forth thereby, (ii) kept in the course of a regularly conducted business activity and (iii) made by the business as part of its regular practice.

II. CLAIMANT’S HAZARD INSURANCE

6. On or about August 1, 2008, in connection with the onboarding of Claimant’s account on its systems, GMACM provided Newport with loan related information for the Claimant including proof of two hazard insurance policies covering the Property through August 9, 2008, which policies had a combined yearly premium of \$1,700.¹ Two policies provided separate coverage for two portions of the Property. Policy No. ■■■225 covered the so-called “Side Property” and Policy No. ■■■227 covered the “Front Property.”

¹ A true and correct copy of the proof of insurance provided with Claimant’s loan information is attached hereto as Exhibit 1.

7. Because it had not received proof of insurance for any period beyond August 9, 2008 or an invoice for renewal of the existing policy, on or about August 11, 2008 Newport contacted Claimant's hazard insurance carrier to obtain renewal information.² After being advised of the relevant renewal details by Claimant's hazard insurance carrier, on or about August 13, 2008 Newport, on behalf of GMACM made a payment in the amount of \$978.00 to renew Policy No. [REDACTED] 225 for the Side Property for the policy term of August 9, 2008 to August 9, 2009. Id.

8. On September 16, 2008, Claimant contacted Newport by telephone and thereafter faxed a Declarations statement from his hazard insurance carrier, and requested that GMACM immediately pay the renewal premium for Policy No. [REDACTED] 227 for the Front Property in the amount of \$925. See Newport "Side Property" Servicing Notes at 11-14. On September 17, 2008, Newport, on behalf of GMACM paid the renewal premium on Policy No. [REDACTED] 227 for the Front Property for the policy term August 9, 2008 to August 9, 2009. Id. at 11. However, when Newport updated its records, the renewal premium of \$925 was attributed to the Side Property (Policy No. [REDACTED] 225) and not to the appropriate Front Property.

9. On September 29, 2008, Newport spoke to Claimant's hazard insurance carrier and was informed that the hazard insurance on the Property was bifurcated into two policies. Id. at 10. As a result, Newport created a separate tracking and monitoring process for Policy No. [REDACTED] 227 for the Front Property. See id. at 9-10.³ However, the prior coverage history for the Front Property, including the September 17, 2008 payment of the \$925 premium for Policy No. [REDACTED] 227, was not documented to the newly created tracking and monitoring process for the Front Property. As a result, Newport's records appeared to indicate that there was no insurance

² See Newport Side Property Servicing Notes at 15, a copy of which is attached hereto as Exhibit 2.

³ A copy of the Newport Front Property Servicing Notes is attached hereto as Exhibit 3.

coverage at all for the Front Property since the inception of the loan on July 11, 2008. Consequently, on October 9, 2008 Newport, on behalf of GMACM, sent Claimant a request for proof of hazard insurance, indicating that “[w]e must have a copy of evidence of insurance coverage with an effective date of July 11, 2008 in order to avoid purchasing lender-placed insurance to protect our interest.” See Newport Front Property Servicing Notes at 9.⁴ Newport’s records do not indicate receiving a response to the October 9, 2008 letter.

10. On November 23, 2008, Newport, on behalf of GMACM, sent a second letter to Claimant indicating that because it had not received proof of insurance, a lender-placed insurance policy would be obtained “within 60 days of this notice” with an effective date of July 11, 2008 at an annual charge of \$7,261.00. See id. at 8.⁵ The November 23, 2008 letter also informed Claimant that he could “cancel the coverage at any time and replace it with a policy of [his] own.” Newport’s records do not indicate receiving a response to the November letter and, as a result, on January 9, 2009, a lender-placed insurance policy (Policy No. [REDACTED] 065), paid for by GMACM, was obtained covering the period from July 11, 2008 to July 11, 2009. See Newport Front Property Servicing Notes at 8. Claimant was notified of the placement of this insurance policy by letter dated January 11, 2009.⁶

11. On or about January 20, 2009, Claimant provided Newport with proof of hazard insurance coverage for the Front Property for the period from August 9, 2008 to August 9, 2009 (which coverage had been paid for by GMACM but not updated to the new tracking process for Policy No. [REDACTED] 227), but Claimant did not at that time also provide the proof of coverage for the

⁴ A true and correct copy of the October 9, 2008 letter sent by Newport, on behalf of GMACM, is attached hereto as Exhibit 4.

⁵ A true and correct copy of the November 23, 2008 letter sent by Newport, on behalf of GMACM, is attached hereto as Exhibit 5.

⁶ A true and correct copy of the January 11, 2009 letter sent by Newport, on behalf of GMACM, is attached hereto as Exhibit 6.

Front Property for the period from July 11, 2008 to August 9, 2008 (which had been provided at closing, but had not been updated in the new tracking process of Policy No. [REDACTED] 227). See Newport Front Property Servicing Notes at 8.⁷ In response, on January 22, 2009, Newport, on behalf of GMACM, informed Claimant that the lender-placed policy had been cancelled as of August 9, 2008, and that he would receive a partial “refund” in the amount of \$6,684.00. See id.⁸

12. On January 26, 2009, Newport issued a partial refund of \$6,684.00 in connection with the cancellation lender-placed insurance Policy No. [REDACTED] 065 for the period from August 9, 2008 to August 9, 2009.⁹

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 13, 2014

/s/ Dan Hall

Dan Hall

Senior Relationship Manager

⁷ A true and correct copy of the proof of insurance provided by Claimant on or about January 20, 2009 is attached hereto as Exhibit 7.

⁸ A true and correct copy of the January 22, 2009 letter sent by Newport, on behalf of GMACM, is attached hereto as Exhibit 8. The remaining \$577.00 for the lender-placed insurance covering the period from loan origination on July 11, 2008 until August 9, 2008 was not refunded until on or about June 14, 2012. See Newport Front Property Servicing Notes at 4-5.

⁹ A true and correct copy of an excerpt of the weekly refund spreadsheet transmitted to GMACM on January 26, 2009 and documenting the partial refund of \$6,684 for Policy No. [REDACTED] 065 is attached hereto as Exhibit 9. The remainder of the spreadsheet has been redacted to protect the information of other borrowers.

Exhibit 1 to Hall Declaration

12-12020-mg Doc 7847-43
Jul. 10. 2008 10:49AM DELP INSURANCEFiled 12/09/14 Entered 12/09/14 17:48:56
to Hall Decl Pg 2 of 3

Exhibit 1

Policy Number: 225 & 227

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

7/10/2008

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Delp Insurance Services FIRST FLOOR 1035 MILL CREEK DRIVE FEASTERTVILLE PA 19053		COMPANY THE PHILA CONTRIBUTIONSHIP 210 SOUTH FOURTH STREET PHILADELPHIA, PA 19106	
FAX (215) 364-9144	E-MAIL ADDRESS: DELPINS@VERIZON.NET		
CODE:	SUB CODE:		
AGENCY CREDIT RATING:			
INSURED KENNETH TAGGERT 45 HERON ROAD HOLLAND, PA 18966		LOAN NUMBER	POLICY NUMBER 225 & 227
		EFFECTIVE DATE 8/9/2007	EXPIRATION DATE 08/ 9/2008
		<input checked="" type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS RPPI ACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION

521 COWPATH RD TELFORD PA 18969

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
DWELLING	\$660,000	
LIABILITY	\$100,000	
MEDICAL PAYMENTS TO OTHERS	\$ 1,000	
PREMIUM:		\$1700

REMARKS (Including Special Conditions)**PAID**DATE *7/10/08***CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS L & A FINANCIAL GROUP LLC 1681 KENNETH RD YORK PA 17408	<input checked="" type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE <i>[Signature]</i>		JEFFREY DUDY

ACORD 27 (2006/07)

© ACORD CORPORATION 1993-2006. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Produced using Forma Data Plus software. www.FormaData.com. Insurance Publishing 800-206-1877

Policy Number 225 & 227

717-464-1874

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

7/10/2008

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Delp Insurance Services FIRST FLOOR 1035 MILL CREEK DRIVE FEASTERVILLE PA 19053		PHONE (A/C, No, Ext): (215) 355-9660		COMPANY THE PHILA CONTRIBUTIONSHIP 210 SOUTH FOURTH STREET PHILADELPHIA, PA 19106	
FAX (A/C, No): (215) 364-9144		E-MAIL ADDRESS: DELPIN@VERIZON.NET			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID#:					
INSURED KENNETH TAGGERT 45 HERON ROAD HOLLAND, PA 18966		LOAN NUMBER		POLICY NUMBER 225 & 227	
		EFFECTIVE DATE 8/9/2007		EXPIRATION DATE 8/9/2008	
				<input checked="" type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION 521 COWPATH RD TELFORD PA 18969
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
DWELLING	\$660,000	
LIABILITY	\$100,000	
MEDICAL PAYMENTS TO OTHERS	\$ 1,000	
PREMIUM \$1,700.00		


REMARKS (Including Special Conditions)

REMARKS (Including Special Conditions)
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS L B A FINANCIAL GROUP LLC 1681 KENNETH RD YORK PA 17408	<input checked="" type="checkbox"/> MORTGAGEE		ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE			JEFFREY DELP

ACORD 27 (2006/07)

Received Time Jul 10 3:41PM

© ACORD CORPORATION 1993-2006. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Exhibit 2 to Hall Declaration

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:24:05
LENDER 5901 BRANCH 0002 LAM I File /14 Entered 12/09/14 17:48:56 Exhibit 2 COV 02
MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 2 of 17
ADDRESS 45 HERON RD
HOLLAND, PA 18966
PROPERTY INFO: SQ 20 MPI 0
ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN
521 COWPATH ROAD
TELFORD PA 18969
INSURANCE DATA:
STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014
POLICY 225 EXPIRATION DATE 08 09 2015
CARRIER PHB CANCEL DATE
TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT
10 01 2014 89 U LOAN TRNSFR #CBN 10 01 2014
07 25 2014 72 PREMIUM PAYMENT/PHB00/CHK# 0004097026 936.00
07 23 2014 61 ESC TRANSMIT REQUESTED
06 26 2014 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2014 08 09 2015 936.00
06 26 2014 31 P84417725656 PHB 225 08 09 2014 08 09 2015+ 330,000
05 24 2014 25 U COLL UPDATE 05 25 2014
08 24 2013 25 U COLL UPDATE 08 25 2013
ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:
ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:
MORE THAN ONE COVERAGE EXISTS FOR THIS LOAN

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:25:17

LENDER 5901 BRANCH 0002 LAM I File /1457 Entered 12/09/14 17:48:56 Exhibit 2 COV 02

MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 3 of 17

ADDRESS 45 HERON RD 18966 SECURED BALANCE \$655,405.27

HOLLAND, PA 18966 LINK? CODE 02

PROPERTY INFO: SQ 20 MPI 0 PRIOR REQ. COV AMT \$330,000

ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000

521 COWPATH ROAD UNITS

TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002

INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F

STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES

POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER

CARRIER PHB CANCEL DATE TRACK ONLY? NO

TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT

07 26 2013 72 PREMIUM PAYMENT/PHB00/CHK# 0003825138 904.00

06 27 2013 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2013 08 09 2014 904.00

06 27 2013 31 P83317883745 PHB 225 08 09 2013 08 09 2014+ 330,000

04 10 2013 61 I261764 - CHANGED PRODUCT CODE FROM D TO B

ENTER (A)RCHIVED HISTORY, (P)REV HISTORY, OR PRESS ENTER KEY:

ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

MORE HISTORY IN THE ARCHIVED AREA FOR THIS COVERAGE

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:25:35
LENDER 5901 BRANCH 0002 ADV ID 1957 Entered 12/09/14 17:48:56 Exhibit 2 COV 02
MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 4 of 17
ADDRESS 45 HERON RD
HOLLAND, PA 18966
PROPERTY INFO: SQ 20 MPI 0
ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000
521 COWPATH ROAD UNITS
TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002
INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F
STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES
POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER
CARRIER PHB CANCEL DATE TRACK ONLY? NO
TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT
03 23 2013 25 U COLL UPDATE 03 24 2013
02 23 2013 25 U COLL UPDATE 02 24 2013
08 27 2012 61 LSR/PROVIDED CHRONO P/ INTERNAL EMAIL FROM MGMT/MP
08 15 2012 61 TO AGT FOR ALL DECS FOR THIS PROPERTY//ELM
08 15 2012 61 LSR RPLD LNDR EML/SENT ALL DECS IN FILE/ADV HAVE SNT
08 13 2012 61 LSR/CRRCTN: 84222612572, NOT A DUPE - FOR DIFFERENT
08 13 2012 61 M84222612572 PLCY RNWL DUP
ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:
ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:25:47

LENDER 5901 BRANCH 0002 LEND IT File /1457 Entered 12/09/14 17:48:56 Exhibit 2 COV 02

MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 5 of 17

ADDRESS 45 HERON RD 18966 SECURED BALANCE \$655,405.27

HOLLAND, PA 18966 LINK? CODE 02

PROPERTY INFO: SQ 20 MPI 0 PRIOR REQ. COV AMT \$330,000

ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000

521 COWPATH ROAD UNITS

TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002

INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F

STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES

POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER

CARRIER PHB CANCEL DATE TRACK ONLY? NO

TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT

08 13 2012 61 M84222612311 PLCY RENEWAL

08 13 2012 61 M84222607997 DEC PAGE

08 13 2012 61 //ELM

08 13 2012 61 LSR C/O AGT CASSANDRA 888-627-1752/WILLS END DECS FO

07 26 2012 72 PREMIUM PAYMENT/PHB00/CHK# 0003393703

07 06 2012 61 LSR/REP 2 LNDR EMAIL/ADV 2 YRS POL INFO/RENEWL PY RE

06 28 2012 61 LSR/SENT FAX TO GMAC//LP

ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:

ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:26:03

LENDER 5901 BRANCH 0002 LAM I File /1457 Entered 12/09/14 17:48:56 Exhibit 2 COV 02

MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 6 of 17

ADDRESS 45 HERON RD 18966 SECURED BALANCE \$655,405.27

HOLLAND, PA 18966 LINK? CODE 02

PROPERTY INFO: SQ 20 MPI 0 PRIOR REQ. COV AMT \$330,000

ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000

521 COWPATH ROAD UNITS

TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002

INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F

STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES

POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER

CARRIER PHB CANCEL DATE TRACK ONLY? NO

TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT

06 28 2012 61 M83217975929

06 27 2012 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2012 08 09 2

06 27 2012 31 P84217918782 PHB 225 08 09 2012 08 09 2013+ 330,000

06 27 2012 61 LSR/SENT FAX TO GMAC//LP

06 27 2012 61 M84217845635

06 14 2012 61 LSR/**CORRECTION - CANCELLED LPH ON FIRE2/MP**

06 14 2012 61 LSR/CORRECTION/ CNXLD LPF/MP

ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:

ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:26:15

LENDER 5901 BRANCH 0002 LEND ID: 12-12020-mg Doc 7847-44 File /14 Entered 12/09/14 17:48:56 Exhibit 2 COV 02

MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 7 of 17

ADDRESS 45 HERON RD SECURED BALANCE \$655,405.27

HOLLAND, PA 18966 NEXT ACTIVITY DATE 99 99 9999

PROPERTY INFO: SQ 20 MPI 0 LINK? CODE 02

ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN PRIOR REQ. COV AMT \$330,000

521 COWPATH ROAD REQ. COV AMT \$330,000

TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002 UNITS

INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F

STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES

POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER

CARRIER PHB CANCEL DATE TRACK ONLY? NO

TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT

06 14 2012 61 LSR/REP 2 LNDR EMAIL/ADV CNXL LPH/PRVD REQSTD DOCS/M

06 14 2012 61 LSR/P/LNDR EMAIL/OPENED AOS TICKET #IM12881582/MP

11 06 2011 61 P83130607064 PHB 225 08 09 2007 08 09 2008+ 660,000

07 27 2011 72 PREMIUM PAYMENT/PHB00/CHK# 0002947977 831.00

06 28 2011 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2011 08 09 2012 831.00

06 28 2011 31 P84117945887 PHB 225 08 09 2011 08 09 2012+ 330,000

12 03 2010 61 P136511 - RISK BASED 2 CONVERSION

ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:

ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:26:29

LENDER 5901 BRANCH 0002 LAM J File 12-12020-mg Doc 7847-44 /14 Entered 12/09/14 17:48:56 Exhibit 2 COV 02

MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 8 of 17

ADDRESS 45 HERON RD 18966 SECURED BALANCE \$655,405.27

HOLLAND, PA 18966 LINK? CODE 02

PROPERTY INFO: SQ 20 MPI 0 PRIOR REQ. COV AMT \$330,000

ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000

521 COWPATH ROAD UNITS

TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002

INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F

STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES

POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER

CARRIER PHB CANCEL DATE TRACK ONLY? NO

TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT

07 28 2010 72 PREMIUM PAYMENT/PHB00/CHK# 0002518375 847.00

06 28 2010 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2010 08 09 2011 847.00

06 28 2010 31 P85017954400 PHB 225 08 09 2010 08 09 2011+ 330,000

07 28 2009 72 PREMIUM PAYMENT/PHB00/CHK# 0002163050 978.00

07 25 2009 25 U COLL UPDATE 07 26 2009

07 05 2009 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2009 08 09 2010 978.00

07 05 2009 31 P93918331603 PHB 225 08 09 2009 08 09 2010+ 330,000

ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:

ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:28:05
LENDER 5901 BRANCH 0002 LDB IT 1957 Entered 12/09/14 17:48:56 Exhibit 2 COV 02
MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 9 of 17
ADDRESS 45 HERON RD
HOLLAND, PA 18966
PROPERTY INFO: SQ 20 MPI 0
ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN
521 COWPATH ROAD
TELFORD PA 18969
INSURANCE DATA:
STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014
POLICY 225 EXPIRATION DATE 08 09 2015
CARRIER PHB CANCEL DATE
TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT
06 27 2009 61 OCC CHANGE FROM OCC TO TEN
06 27 2009 25 U COLL UPDATE 06 28 2009
03 06 2009 61 P093729 - CHANGED PROD TYPE CODE FROM 'B' TO 'A'
01 22 2009 61 CORR PREM AMT/LDB
01 22 2009 61 NO PAY REQUEST / PHB00/1600.02401 08 09 2008 08 09 2009 978.00
01 22 2009 31 P93902100126 PHB 225 08 09 2008 08 09 2009+ 330,000
10 16 2008 61 EP/NO PAY/MTGEE CORRECTION/DAW
ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:
ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

Secured Balance \$655,405.27
Next Activity Date 99 99 9999
Link? CODE 02
Prior Req. Cov Amt \$330,000
Req. Cov Amt \$330,000
Units
Legal 42763-OCWEN LOAN SERVICING-002
Flood Zone X MAP 42091C-0128-F
Within Limits? YES
Waived? NO Officer
Track Only? NO

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:29:15
LENDER 5901 BRANCH 0002 LAM I File 1957 Entered 12/09/14 17:48:56 Exhibit 2 COV 02
MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 10 of 17
ADDRESS 45 HERON RD NEXT ACTIVITY DATE 99 99 9999
HOLLAND, PA 18966 LINK? CODE 02
PROPERTY INFO: SQ 20 MPI 0 PRIOR REQ. COV AMT \$330,000
ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000
521 COWPATH ROAD UNITS
TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002
INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F
STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES
POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER
CARRIER PHB CANCEL DATE TRACK ONLY? NO
TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT
10 16 2008 61 NO PAY REQUEST / PHB00/1600.02401 08 09 2008 08 09 2009 925.00
10 16 2008 31 P93828332977 PHB 225 08 09 2008 08 09 2009+ 330,000
10 02 2008 61 R94827467111 PHB 227 +
09 30 2008 61 BUILT FIRE 2 LINE FOR FRONT....EAW
09 30 2008 61 USER: BECKY LEASURE (CFC\BLEASURE)
09 30 2008 61 FORM# 111847 GENERATED FOR VERIFY PROPERTY TYPE.
09 30 2008 61 EP/SUB CSAR TO VERIFY IF AN ADDL LINE IS NEEDED FOR FRONT//BJL
ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:
ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:29:29
LENDER 5901 BRANCH 0002 LAM IT 1957 Entered 12/09/14 17:48:56 Exhibit 2 COV 02
MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 11 of 17
ADDRESS 45 HERON RD NEXT ACTIVITY DATE 99 99 9999
HOLLAND, PA 18966 LINK? CODE 02
PROPERTY INFO: SQ 20 MPI 0 PRIOR REQ. COV AMT \$330,000
ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000
521 COWPATH ROAD UNITS
TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002
INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F
STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES
POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER
CARRIER PHB CANCEL DATE TRACK ONLY? NO
TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT
09 30 2008 61 P93826655931 PHB 227 08 09 2008 08 09 2009
09 29 2008 06 DEF LTR:MORTGAGEE
09 29 2008 61 EP/COV \$330,000 TRM 8-9-08 TO 08-09-09/SNT TO LOAN COLLATERAL/LD
09 29 2008 61 #225 IS SIDE PRM PIF//PLCY# 227 IS FRONT PRM 925 PIF
09 29 2008 61 EP/NO PAY/PMT OPT/PRM CRR/SWA LINDA@215-355-9600 VRFD PLCY INFO/
09 29 2008 61 NO PAY REQUEST / PHB00/1600.02401 08 09 2008 08 09 2009 925.00
09 29 2008 36 P93826655931 PHB 225 08 09 2008 08 09 2009 330,000
ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:
ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:29:43
LENDER 5901 BRANCH 0002 LAM I File /1457 Entered 12/09/14 17:48:56 Exhibit 2 COV 02
MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 12 of 17
ADDRESS 45 HERON RD NEXT ACTIVITY DATE 99 99 9999
HOLLAND, PA 18966 LINK? CODE 02
PROPERTY INFO: SQ 20 MPI 0 PRIOR REQ. COV AMT \$330,000
ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000
521 COWPATH ROAD UNITS
TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002
INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F
STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES
POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER
CARRIER PHB CANCEL DATE TRACK ONLY? NO
TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT
09 27 2008 25 U COLL UPDATE 09 28 2008
09 19 2008 61 FED EX #929537059350 /CL
09 19 2008 61 CSR/SWAMARIELA//VRFD PYMT SENT JR
09 17 2008 61 ESC TRANSMIT REQUESTED
09 17 2008 72 PREMIUM PAYMENT/PHB00/CHK# 0001753741/CLEAR 09 26 2008 925.00
09 17 2008 61 M93826101587 PMT OPT/\$925
09 17 2008 61 APPROVED II..PER BORR AUTH ../DP
ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:
ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:29:57
LENDER 5901 BRANCH 0002 LAM I File /1457 Entered 12/09/14 17:48:56 Exhibit 2 COV 02
MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 13 of 17
ADDRESS 45 HERON RD NEXT ACTIVITY DATE 99 99 9999
HOLLAND, PA 18966 LINK? CODE 02
PROPERTY INFO: SQ 20 MPI 0 PRIOR REQ. COV AMT \$330,000
ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000
521 COWPATH ROAD UNITS
TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002
INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F
STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES
POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER
CARRIER PHB CANCEL DATE TRACK ONLY? NO
TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT
09 17 2008 61 OVERRIDE3 00131265565 - ATTN: MARIELA
09 17 2008 61 OVERRIDE1 00131265565 -210 S FOURTH ST
09 17 2008 61 OVERRIDE2 00131265565 -PHILADELPHIA,PA 19106
09 17 2008 61 INSTANT REQUEST /PHB00/ 08 09 2008 08 09 2009 925.00
09 17 2008 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2008 08 09 2009 925.00
09 17 2008 34 E00131265565 PHB 225 08 09 2008 08 09 2009 330,000
09 16 2008 61 ID:CFC\#CRODRI5,BY:MARIELA X,2153559660
ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:
ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:30:06
LENDER 5901 BRANCH 0002 LAM IT File /1457 Entered 12/09/14 17:48:56 Exhibit 2 COV 02
MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 14 of 17
ADDRESS 45 HERON RD NEXT ACTIVITY DATE 99 99 9999
HOLLAND, PA 18966 LINK? CODE 02
PROPERTY INFO: SQ 20 MPI 0 PRIOR REQ. COV AMT \$330,000
ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000
521 COWPATH ROAD UNITS
TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002
INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F
STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES
POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER
CARRIER PHB CANCEL DATE TRACK ONLY? NO
TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT
09 16 2008 61 PAYEE NAME: PHILADELPHIA CONTRIBUTIONSHIP
09 16 2008 61 ECK:INST,CK#:,925
09 16 2008 61 CSR BY BRR RQST VER M/C.....CR1
09 16 2008 61 CSR PHILADELPHIA PA,19106 ATT:MARIELA DUE TO AN ADDITIONAL PYMNT
09 16 2008 61 CSR THE II AND SNT TO THE PHY ADDRESS TO 210 S. FOURTH STREET
09 16 2008 61 CSR SWA MARIELA@2153559660 CLLD TO RQST AN II BRR CLLD TO AUTH
09 16 2008 61 CSR SWB ADVS 48/72 HRS TO PROCESS FAX...LG
ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:
ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:30:19
LENDER 5901 BRANCH 0002 LAM IT 1957 Entered 12/09/14 17:48:56 Exhibit 2 COV 02
MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 15 of 17
ADDRESS 45 HERON RD NEXT ACTIVITY DATE 99 99 9999
HOLLAND, PA 18966 LINK? CODE 02
PROPERTY INFO: SQ 20 MPI 0 PRIOR REQ. COV AMT \$330,000
ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000
521 COWPATH ROAD UNITS
TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002
INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F
STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES
POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER
CARRIER PHB CANCEL DATE TRACK ONLY? NO
TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT
09 16 2008 61 CSR SWB AUTH ADDTL PYMT FOR 925.00 FOR ADDTNL POL ...LG
08 31 2008 61 M93824080327 REINSTATEMENT 08 09 2008
08 31 2008 31 P93824080327 PHB 225 08 09 2008 08 09 2009 330,000
08 26 2008 61 C93823894937 PHB 225 09 24 2008
08 26 2008 61 EP/NO PAY/UPDTED TO CORR MORT CL OK/KH
08 26 2008 61 NO PAY REQUEST / PHB00/1600.02401 08 09 2008 08 09 2009 978.00
08 26 2008 31 P93823151365 PHB 225 08 09 2008 08 09 2009 330,000
ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:
ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:30:30
LENDER 5901 BRANCH 0002 LAM I File /14 Entered 12/09/14 17:48:56 Exhibit 2 COV 02
MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 18 of 17
ADDRESS 45 HERON RD NEXT ACTIVITY DATE 99 99 9999
HOLLAND, PA 18966 LINK? CODE 02
PROPERTY INFO: SQ 20 MPI 0 PRIOR REQ. COV AMT \$330,000
ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000
521 COWPATH ROAD UNITS
TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002
INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F
STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES
POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER
CARRIER PHB CANCEL DATE TRACK ONLY? NO
TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT
08 25 2008 61 M93822872961 PHB PYMT OPT/\$978
08 20 2008 61 888-627-1752 MARYLYN VER ALL POL & M/C
08 20 2008 61 8 20 2008 93823151365 SGAIKWA1 223478982 CARRIER
08 13 2008 72 PREMIUM PAYMENT/PHB00/CHK# 0001714444/CLEAR 08 26 2008 978.00
08 11 2008 06 DEF LTR:COV AMOUNT
08 11 2008 61 CSR PREX:UPDATED) WIND_Y VERIFIED M/C SNAIR
08 11 2008 61 CSR PREX:CC1 (888)627-1752 LINDA (RESOLVED - PREMIUM SNAIR
ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:
ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:30:43
LENDER 5901 BRANCH 0002 LAM I File /1457 Entered 12/09/14 17:48:56 Exhibit 2 COV 02
MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 17 of 17
ADDRESS 45 HERON RD NEXT ACTIVITY DATE 99 99 9999
HOLLAND, PA 18966 LINK? CODE 02
PROPERTY INFO: SQ 20 MPI 0 PRIOR REQ. COV AMT \$330,000
ID FIRE1 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000
521 COWPATH ROAD UNITS
TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002
INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F
STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES
POLICY 225 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER
CARRIER PHB CANCEL DATE TRACK ONLY? NO
TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT
08 11 2008 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2008 08 09 2009 978.00
08 11 2008 36 P00059785956 PHB 225 08 09 2008 08 09 2009 330,000
08 07 2008 06 DEF LTR:MORTGAGEE
08 06 2008 61 NO PAY/NEW LOAN /PHB00/1600.02401 08 09 2007 08 09 2008 1700.00
08 06 2008 36 P93821806231 PHB 225 08 09 2007 08 09 2008+ 660,000
08 01 2008 25 U COLL UPDATE 08 01 2008

ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:
ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

Exhibit 3 to Hall Declaration

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:32:48
LENDER 5901 BRANCH 0002 1001 IF 1957 Entered 12/09/14 17:48:56 Exhibit 3 COV 02
MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 2 of 10
ADDRESS 45 HERON RD
HOLLAND, PA 18966
PROPERTY INFO: SQ 20 MPI 1
ID FIRE2 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000
521 COWPATH ROAD *** FRONT *** UNITS
TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002
INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F
STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES
POLICY 227 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER
CARRIER PHB CANCEL DATE TRACK ONLY? NO
TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT
10 01 2014 89 U LOAN TRNSFR #CBN 10 01 2014
07 23 2014 72 PREMIUM PAYMENT/PHB00/CHK# 0004095705 811.00
07 21 2014 61 ESC TRANSMIT REQUESTED
06 26 2014 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2014 08 09 2015 811.00
06 26 2014 31 P84417725659 PHB 227 08 09 2014 08 09 2015+ 330,000
05 24 2014 25 U COLL UPDATE 05 25 2014
08 24 2013 25 U COLL UPDATE 08 25 2013
ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:
ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:
MORE THAN ONE COVERAGE EXISTS FOR THIS LOAN

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:33:00

LENDER 5901 BRANCH 0002 12-12020-mg Doc 7847-45 File /1457 Entered 12/09/14 17:48:56 Exhibit 3 COV 02

MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 3 of 10

ADDRESS 45 HERON RD 18966 SECURED BALANCE \$655,405.27

HOLLAND, PA 18966 LINK? CODE 02

PROPERTY INFO: SQ 20 MPI 1 PRIOR REQ. COV AMT \$330,000

ID FIRE2 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000

521 COWPATH ROAD *** FRONT *** UNITS

TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002

INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F

STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES

POLICY 227 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER

CARRIER PHB CANCEL DATE TRACK ONLY? NO

TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT

07 26 2013 72 PREMIUM PAYMENT/PHB00/CHK# 0003825138 784.00

06 27 2013 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2013 08 09 2014 784.00

06 27 2013 31 P83317883757 PHB 227 08 09 2013 08 09 2014+ 330,000

04 10 2013 61 I261764 - CHANGED PRODUCT CODE FROM D TO B

ENTER (A)RCHIVED HISTORY, (P)REV HISTORY, OR PRESS ENTER KEY:

ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

MORE HISTORY IN THE ARCHIVED AREA FOR THIS COVERAGE

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:33:07

LENDER 5901 BRANCH 0002 DATE 12/09/14 17:48:56

MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 4 of 10

ADDRESS 45 HERON RD 18966

HOLLAND, PA 18966

PROPERTY INFO: SQ 20 MPI 1

ID FIRE2 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000

521 COWPATH ROAD *** FRONT *** UNITS

TELFORD PA 18969

INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F

STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES

POLICY 227 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER

CARRIER PHB CANCEL DATE TRACK ONLY? NO

TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT

03 23 2013 25 U COLL UPDATE 03 24 2013

02 23 2013 25 U COLL UPDATE 02 24 2013

08 24 2012 61 AND NOTES//ELM

08 24 2012 61 LSR RPLD LNDR EML/GAVE HISTORY OF FIRE2 LINE, INCLUD

08 13 2012 61 M84222613034 PLCY RNWAL

08 13 2012 61 M84222612767 POLICY RENEWAL

07 27 2012 61 LSR/REPLIED TO LENDER EMAIL W LPI INFO PROV CERT AND

ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:

ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:33:15

LENDER 5901 BRANCH 0002 12-12020-mg Doc 7847-45 File /14 Entered 12/09/14 17:48:56 Exhibit 3 COV 02

MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 5 of 10

ADDRESS 45 HERON RD 18966 SECURED BALANCE \$655,405.27

HOLLAND, PA 18966 LINK? CODE 02

PROPERTY INFO: SQ 20 MPI 1 PRIOR REQ. COV AMT \$330,000

ID FIRE2 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000

521 COWPATH ROAD *** FRONT *** UNITS

TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002

INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F

STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES

POLICY 227 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER

CARRIER PHB CANCEL DATE TRACK ONLY? NO

TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT

07 26 2012 72 PREMIUM PAYMENT/PHB00/CHK# 0003393703

07 06 2012 61 LSR/REP 2 LNDR EMAIL/ADV POL INFO/LPH CNXLD FLAT/MP

06 27 2012 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2012 08 09 2

06 27 2012 31 P84217918795 PHB 227 08 09 2012 08 09 2013+ 330,000

06 27 2012 61 LSR/SENT FSX TO GMAC//LP

06 27 2012 61 M84217845635

06 14 2012 61 M83216610299 EOI

ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:

ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:33:26

LENDER 5901 BRANCH 0002 UNIT 11 File 12-12020-mg Doc 7847-45 /1457 Entered 12/09/14 17:48:56 Exhibit 3 COV 02

MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 6 of 10

ADDRESS 45 HERON RD 18966 SECURED BALANCE \$655,405.27

HOLLAND, PA 18966 LINK? CODE 02

PROPERTY INFO: SQ 20 MPI 1 PRIOR REQ. COV AMT \$330,000

ID FIRE2 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000

521 COWPATH ROAD *** FRONT *** UNITS

TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002

INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F

STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES

POLICY 227 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER

CARRIER PHB CANCEL DATE TRACK ONLY? NO

TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT

06 14 2012 11 A00000001344 FOH 065 07 11 2008 08 09 2008 577.00

06 14 2012 61 CONT..#B7668065/REP 2 ADV/MP

06 14 2012 61 CONT..FOR FRONT PROP EFF 08/09/07-08/FLAT CANCELLED

06 14 2012 61 LSR/RCVD RETURN CALL FROM AGENT WHO ADVISED NO LAPSE

06 14 2012 61 08/09/07-08 W/ NO LAPSE/AGENT RESEARCHING AND WILL C

06 14 2012 61 LSR/CALLED AGENT 2153559660 TO VER IF POL # 227 AC

07 27 2011 72 PREMIUM PAYMENT/PHB00/CHK# 0002947977 749.00

ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:

ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:33:36

LENDER 5901 BRANCH 0002 DATE 12-12-2020 Doc 7847-45 File /1457 Entered 12/09/14 17:48:56 Exhibit 3 COV 02

MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 7 of 10

ADDRESS 45 HERON RD SECURED BALANCE \$655,405.27

HOLLAND, PA 18966 NEXT ACTIVITY DATE 99 99 9999

PROPERTY INFO: SQ 20 MPI 1 LINK? CODE 02

ID FIRE2 CLASS 51 DESCRIPTION 1ST/RES PRIOR REQ. COV AMT \$330,000

521 COWPATH ROAD IMPOUND/TEN REQ. COV AMT \$330,000

TELFORD PA 18969 *** FRONT *** UNITS

INSURANCE DATA: LEGAL 42763-OCWEN LOAN SERVICING-002

STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 FLOOD ZONE X MAP 42091C-0128-F

POLICY 227 EXPIRATION DATE 08 09 2015 WITHIN LIMITS? YES

CARRIER PHB CANCEL DATE TRACK ONLY? NO

TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT

06 28 2011 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2011 08 09 2012 749.00

06 28 2011 31 P84117945901 PHB 227 08 09 2011 08 09 2012+ 330,000

12 03 2010 61 P136511 - RISK BASED 2 CONVERSION

07 28 2010 72 PREMIUM PAYMENT/PHB00/CHK# 0002518374 764.00

06 28 2010 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2010 08 09 2011 764.00

06 28 2010 31 P85017954407 PHB 227 08 09 2010 08 09 2011+ 330,000

03 11 2010 61 CSR SW C/S REP LEE INQ ABT LAPSE DTS, INFO PRVD....ED

ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:

ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:33:46

LENDER 5901 BRANCH 0002 DATE 12/09/14 17:48:56

MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 8 of 10

ADDRESS 45 HERON RD 18966

HOLLAND, PA 18966

PROPERTY INFO: SQ 20 MPI 1

ID FIRE2 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN *** FRONT ***

521 COWPATH ROAD

TELFORD PA 18969

INSURANCE DATA:

STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014

POLICY 227 EXPIRATION DATE 08 09 2015

CARRIER PHB CANCEL DATE

TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT

07 28 2009 72 PREMIUM PAYMENT/PHB00/CHK# 0002163050 925.00

07 25 2009 25 U COLL UPDATE 07 26 2009

07 07 2009 61 PAYMENT REQUEST /PHB00/1600.02401 08 09 2009 08 09 2010 925.00

07 07 2009 31 P93918331597 PHB 227 08 09 2009 08 09 2010+ 330,000

06 27 2009 61 OCC CHANGE FROM OCC TO TEN

06 27 2009 25 U COLL UPDATE 06 28 2009

03 06 2009 61 P093729 - CHANGED PROD TYPE CODE FROM 'B' TO 'A'

ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:

ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

12-12020-mg Doc 7847-45 File 1457 Entered 12/09/14 17:48:56 Exhibit 3

ADT N SECURED BALANCE \$655,405.27

NEXT ACTIVITY DATE 99 99 9999

LINK? CODE 02

PRIOR REQ. COV AMT \$330,000

REQ. COV AMT \$330,000

LEGAL 42763-OCWEN LOAN SERVICING-002

FLOOD ZONE X MAP 42091C-0128-F

WITHIN LIMITS? YES

WAIVED? NO OFFICER

TRACK ONLY? NO

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:33:55

LENDER 5901 BRANCH 0002 UNIT 1 File /1457 Entered 12/09/14 17:48:56 Exhibit 3 COV 02

MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 9 of 10

ADDRESS 45 HERON RD 18966 SECURED BALANCE \$655,405.27

HOLLAND, PA 18966 LINK? CODE 02

PROPERTY INFO: SQ 20 MPI 1 PRIOR REQ. COV AMT \$330,000

ID FIRE2 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000

521 COWPATH ROAD *** FRONT *** UNITS

TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002

INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F

STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES

POLICY 227 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER

CARRIER PHB CANCEL DATE TRACK ONLY? NO

TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT

01 22 2009 61 NO PAY/NEW LN/LDB

01 22 2009 61 NO PAY REQUEST / PHB00/1600.02401 08 09 2008 08 09 2009 925.00

01 22 2009 31 P93902100126 PHB 227 08 09 2008 08 09 2009+ 330,000

01 22 2009 10 C93902100126 FOH 065 08 09 2008 6684.00

01 09 2009 08 P FOH 065 FUNDED 07 11 2008 07 11 2009 7261.00

01 07 2009 03 BILL LSI POLICY 07 11 2008 07 11 2009 7261.00

11 23 2008 02 FINAL NOTICE 07 11 2008 07 11 2009 7261.00

ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:

ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

S8HF02M TERM: \$065 CCS MORTGAGE TRANSACTION HISTORY 10/29/2014 08:34:05

LENDER 5901 BRANCH 0002 UNIT 11 File 12-12020-mg Doc 7847-45 /14 Entered 12/09/14 17:48:56 Exhibit 3 COV 02

MORTGAGOR TAGGART, KENNETH to Hall Decl Pg 10 of 10

ADDRESS 45 HERON RD NEXT ACTIVITY DATE 99 99 9999

HOLLAND, PA 18966 LINK? CODE 02

PROPERTY INFO: SQ 20 MPI 1 PRIOR REQ. COV AMT \$330,000

ID FIRE2 CLASS 51 DESCRIPTION 1ST/RES IMPOUND/TEN REQ. COV AMT \$330,000

521 COWPATH ROAD *** FRONT *** UNITS

TELFORD PA 18969 LEGAL 42763-OCWEN LOAN SERVICING-002

INSURANCE DATA: FLOOD ZONE X MAP 42091C-0128-F

STATUS NON-FOH INFORCE EFFECTIVE DATE 08 09 2014 WITHIN LIMITS? YES

POLICY 227 EXPIRATION DATE 08 09 2015 WAIVED? NO OFFICER

CARRIER PHB CANCEL DATE TRACK ONLY? NO

TRANS-DT CD DOCUMENT NO CRR DOC-DESCRIPTION EFF-DT THRU-DT TRANS-AMT

10 25 2008 25 U COLL UPDATE 10 26 2008

10 09 2008 01 FIRST LETTER 07 11 2008 07 11 2009 7261.00

09 30 2008 25 U139000000000 COLL UPDATE 09 30 2008

ENTER (N)EXT OR (P)REVIOUS HISTORY RECORDS OR PRESS ENTER KEY:
ENTER (S)EARCH, (M)ENU, (R)ESTART, OR (L)OAN HISTORY:

Exhibit 4 to Hall Declaration

5901
3957

GMAC Mortgage

PO Box 4025
Coraopolis, PA 15108-6942

IMPORTANT INSURANCE INFORMATION

Notification Date: 10/09/2008

000974 - 001997

KENNETH TAGGART
PO BOX 411
TELFORD, PA 18969

RE: **REFERENCE NUMBER: 5901**

Loan Number: 3957

Hazard Insurance Uninsured Date: 07/11/2008

Property Location: 521 COWPATH ROAD
TELFORD PA 18969

Dear Customer:

A review of our records indicates we have no evidence of a current hazard insurance policy in effect for your property. As you know, under the terms of your mortgage, hazard insurance is a requirement.

If you do have a hazard policy in effect, please immediately forward a copy of the policy to our office, or fax a copy of your policy to us at (866) 336-9021. You may also provide us your insurance information through our user-friendly web site at www.ihaveinsurance.com. You will need to enter the reference number 080528623, your personal access code HZ and zip code 18969. In any case, please make sure that the appropriate loss payee clause naming us as the mortgagee is GMAC Mortgage, LLC, Its Successors and/or Assigns. We recommend you speak with your insurance company or agent for assistance.

If you do not have current insurance in place, we urge you to immediately contact an insurance company or local insurance agency and arrange to purchase homeowners insurance or a similar form of dwelling coverage to adequately protect your equity in your property.

We must have a copy of evidence of insurance coverage with an effective date of 07/11/2008 in order to avoid purchasing lender-placed insurance to protect our interest. Should we have to place such insurance, you will be responsible for any earned insurance charges incurred in order to ensure there is uninterrupted coverage on the property in accordance with the terms of your mortgage. The coverage amount placed would be based on the replacement value, which we believe is the last known amount of coverage you purchased. If we do not have that information, the coverage amount will be based on the current principal balance of your mortgage loan. Lender-placed insurance does not provide guaranteed replacement cost coverage. This insurance may cost more than insurance you are able to obtain on your own.

Should you have any questions regarding this matter, please do not hesitate to contact our office at (800) 256-9962 from 4 a.m. to 8 p.m. PST, Monday through Friday. Your calls may be monitored for quality assurance.

Thank you,

Insurance Department
GMAC Mortgage, LLC

REMINDER...

MAIL POLICY TO:

GMAC MORTGAGE, LLC
ITS SUCCESSOR AND/OR ASSIGNS
P.O. BOX 4025
CORAOPOLIS, PA 15108

Or Fax to: (866) 336-9021

Exhibit 5 to Hall Declaration

5901
3957

GMAC Mortgage

PO Box 4025
Coracopolis, PA 15108-6942

SECOND REQUEST FOR PROPERTY INSURANCE

Notification Date: 11/23/2008

001934 - 004441
KENNETH TAGGART
PO BOX 411
TELFORD, PA 18969-0411

RE: **REFERENCE NUMBER: 5901**

Loan Number: 3957
Hazard Insurance Uninsured Date: 07/11/2008
Property Location: 521 COWPATH ROAD
TELFORD PA 18969

Dear Customer:

We previously notified you that we had no evidence of a hazard insurance policy in effect for the above property as required by the terms of your mortgage. As of this date, we still have not received such evidence.

Since we have not received evidence of hazard insurance, we will secure hazard insurance coverage also known as lender-placed insurance. The coverage will provide protection to us for loss to your dwelling up to a limit of \$659,051.00 with a deductible of \$500.00. This deductible may change if occupancy is different at the time of loss.

The coverage amount placed would be based on the replacement value, which we believe is the last known amount of coverage you purchased. If we do not have that information, the coverage amount will be based on the current principal balance of your mortgage loan. Also, the coverage we obtain will not cover your personal property or provide other dwelling coverage commonly available from a homeowner's insurance policy. Lender-placed insurance does not provide guaranteed replacement cost coverage. If you disagree with the amount of coverage that will be placed on your property, please contact us at (800) 256-9962. The effective date of coverage will be 07/11/2008. The annual charge of \$7,261.00, for this coverage will be your responsibility for reimbursing us for the cost of the coverage ("insurance charges"). Any insurance charges not used will be credited to your account.

After we obtain coverage, you may cancel the coverage at any time and replace it with a policy of your own. Upon prompt receipt of your policy, the coverage will be cancelled. There will be no charge to you if there was no lapse in coverage. The full year insurance charges for this coverage is shown above. The insurance charges will be charged within 60 days of this notice.

Please note that the coverage we purchase may be more expensive and generally will provide less insurance protection than a policy you may be able to secure from your own insurance company or agent. Also, the coverage is designed to protect our interest. We urge you to contact an insurance agent to help you determine your insurance needs and to advise you whether other less expensive insurance is available. If you have a hazard policy in effect, please immediately forward a copy of the policy to our office. You may fax a copy of your policy to the number listed below or provide us your insurance information through our user-friendly web site at www.ihaveinsurance.com. You will need to enter the reference number 080528623, your personal access code 5901HZ and zip code 18969.

If we advance the insurance charges for the coverage, we will request you to choose from the following options for reimbursement:

- A. Send evidence of hazard insurance coverage effective 07/11/2008. This will allow us to cancel the lender-placed hazard insurance with no insurance charges to you.

2.

RE: KENNETH TAGGART

Loan Number: [REDACTED] 3957

B. Reimburse us in full for the insurance. Please make your check payable to GMAC Mortgage, LLC in the amount of the insurance charges indicated above.

If we do not hear from you within 45 days, we will pay the insurance charges and collect the insurance charges by adding it to your monthly mortgage payment. New payment information will be forwarded to you at that time.

Again, we must remind you that the coverage we will obtain is intended to protect our interest and may offer less coverage and be more expensive than a standard homeowner's policy. We urge you to contact an insurance company or agent to help you evaluate your insurance alternatives. GMAC Mortgage, LLC and/or an affiliate of our company may receive compensation as a result of the placing of this insurance.

Should you have any questions regarding this matter, please do not hesitate to contact our office at (800) 256-9962, 4 a.m. to 8 p.m. PST, Monday through Friday. Your call may be monitored for quality assurance.

Thank you,

Insurance Department
GMAC Mortgage, LLC

REMINDER...

MAIL POLICY TO:

GMAC MORTGAGE, LLC
ITS SUCCESSOR AND/OR ASSIGNS
P.O. BOX 4025
CORAOPOLIS, PA 15108-6942

Or Fax to: (866) 336-9021

Exhibit 6 to Hall Declaration

5901
3957

GMAC Mortgage

PO Box 4025
Coraopolis, PA 15108-6942

Notification Date: 01/11/2009

001478 - 003369
KENNETH TAGGART
PO BOX 411
TELFORD, PA 18969-0411

NOTICE OF PLACEMENT

RE: **REFERENCE NUMBER: 5901**

Loan Number: 3957
Hazard Insurance Uninsured Date: 07/11/2008
Property Location: 521 COWPATH ROAD
TELFORD PA 18969

Certificate Number: 065
Effective Date: 07/11/2008
Dwelling Limit: \$659,051.00

Expiration Date: 07/11/2009
Annual Charge: \$7,261.00

Deductibles: All perils except Windstorm/Hail

Residential Occupied: \$500 (except GU, NM, OK, VT, WV - Deductible \$250)
Residential Vacant: \$750 (except OK, NM and VT - Deductible \$500, GU and WV - Deductible \$1,000)
Commercial Occupied: \$500 (except CA, GU - Deductible \$1,000)
Commercial Vacant: \$1,000 or 2% of the insured amount, whichever is greater
Vandalism and Malicious Mischief: \$5,000 or 2% of the insured amount, whichever is greater
(Deductibles may change if occupancy changes.)

For Residential properties in the following states: AL, FL, GA, HI, LA, MS, NC, SC and TX
Windstorm/Hail Deductible Applies: Greater of \$2,000 or 2% of dwelling limit

Dear Customer:

We have obtained lender-placed insurance coverage with BALBOA INSURANCE COMPANY to provide the necessary insurance protection under the terms of your mortgage. We have notified you during the past 90 days that this insurance would be placed if we did not receive a copy of a valid hazard insurance policy.

The cost of the insurance in the amount of \$7,261.00 was advanced for the period 07/11/2008 to 07/11/2009. The coverage amount placed would be based on the replacement value, which we believe is the last known amount of coverage you purchased. If we do not have that information, the coverage amount will be based on the current principal balance of your mortgage loan. Lender-placed insurance does not provide guaranteed replacement cost coverage. Appropriate changes to your monthly payment will be made as indicated in our previous letter.

This insurance will remain in force unless we receive evidence of a hazard insurance policy with an effective date on or before 07/11/2008. Evidence of a valid policy in effect at a later date will result in cancellation of the coverage. Any insurance charges not used will be credited to your account.

RE: KENNETH TAGGART

Loan Number: [REDACTED] 3957

IMPORTANT NOTICE TO CUSTOMER

The insurance we obtained to protect our interest in your property applies only to the dwelling at the coverage amount indicated. Coverage does not extend to contents or personal property and may not be adequate to protect the equity in the property. If the limit is only sufficient to insure the principal balance of your loan then the lender-placed policy may not be adequate to protect the value of your property that exceeds the amount of your mortgage. Also, there is no coverage for liability protection with this insurance. This insurance may be more expensive than coverage you could arrange on your own. We recommend you place full insurance coverage that adequately protects both your and the lender's interest with a company of your choice.

When you furnish acceptable proof of other insurance, the lender will cancel the insurance coverage and you will be entitled to a refund of any insurance charges not used. GMAC MORTGAGE, LLC and/or an affiliate of our company may receive compensation as a result of the placing of this insurance.

Should you have any questions regarding this matter, please do not hesitate to contact our office at (800) 256-9962 from 4 a.m. to 8 p.m. PST, Monday through Friday. If you would like to submit a claim, please call (800) 323-7466. Your call may be monitored for quality assurance.

Thank you,

Insurance Department
GMAC Mortgage, LLC

REMINDER...

MAIL POLICY TO:

GMAC MORTGAGE, LLC
ITS SUCCESSOR AND/OR ASSIGNS
P.O. BOX 4025
CORAOPOLIS, PA 15108-6942

Or Fax to: (866) 336-9021

Exhibit 7 to Hall Declaration

PAID

1/20/2009

Exhibit 8 to Hall Declaration



PO Box 4025
Coraopolis, PA 15108-6942

CANCELLATION NOTICE

Notification Date: 01/22/2009

000793 - 001585
KENNETH TAGGART
PO BOX 411
TELFORD, PA 18969-0411

RE: Loan Number: [REDACTED] 3957
Property Location: 521 COWPATH ROAD
TELFORD PA 18969
Master Policy Number: 6043-0002
Certificate Number: [REDACTED] 065
Cancellation Reason: DUPLICATE COVERAGE

Dear Customer:

The lender-placed insurance we obtained on your property was cancelled on 08/09/2008 for the reason stated above. The effective date of your homeowner's insurance policy is later than the effective date of the lender-placed coverage so you will receive only a partial credit of the insurance costs we previously charged to you which will be applied to your escrow account.

To receive a credit for the remaining portion of the costs for the lender-placed insurance, please send us documentation, preferably a copy of your homeowner's policy, that shows you had insurance in effect for the period 07/11/2008 through 08/09/2008.

If you have any questions, please call, toll-free, (800) 256-9962, Monday through Friday, 4 a.m. to 8 p.m. PST. Calls to our Insurance Department may be monitored for quality assurance.

Thank you,

Insurance Department
GMAC Mortgage, LLC

Exhibit 9 to Hall Declaration

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8395

[REDACTED]

[REDACTED]

5

[REDACTED]

[REDACTED]

20

[REDACTED]

[REDACTED]

6684 VOL

[REDACTED]

[REDACTED]

5901 B7668065

[REDACTED]

[REDACTED]

39839 AT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

STATUS

Exhibit 4 to Objection

Summary of Claims Asserted in Lawsuits Underlying Taggart Proof of Claim

Foreclosure Action
Case No. 09-25338 (Mont. Cty. Pa.)

	Cause of Action	Legal Authority, if Specified	Alleged Conduct	Defense
1	Declaratory Judgment Regarding GMACM's Standing and Authority to Foreclose	Not specified.	GMACM lacked authority to declare a default or otherwise pursue collection of debt.	<ul style="list-style-type: none"> Count I is moot. <u>See</u> Section III.B. Count I fails to state a claim upon which relief may be granted. <u>See</u> Section III.B.
2	Wrongful Foreclosure	Not specified.	GMACM "did not have the right to declare default, cause notices of default to be issued or recorded, or foreclose."	<ul style="list-style-type: none"> Count II is moot. <u>See</u> III.C. Count II fails to state a claim upon which relief may be granted. <u>See</u> Section III.C.
3	Quiet Title	Not specified.	N/A	<ul style="list-style-type: none"> Count III fails to state a claim upon which relief may be granted. <u>See</u> Sections III.B. & III.D
4	Slander of Title	Not specified.	GMACM "wrongfully and without privilege, caused a notice of default and Assignment to be recorded against the Property."	<ul style="list-style-type: none"> Count IV fails to state a claim upon which relief may be granted. <u>See</u> Section III.E.

	Cause of Action	Legal Authority, if Specified	Alleged Conduct	Defense
5	Negligence	Not specified.	GMACM negligently maintained loan records.	<ul style="list-style-type: none"> Gist of the action doctrine prevents repackaging contract claims as tort claims. <u>See</u> Section III.F. Count V is barred by the economic loss doctrine. <u>See</u> Section III.G. Count V fails to state a claim upon which relief may be granted – Claimant has failed to establish a duty or causation. <u>See</u> Section III.H.
6	Fair Credit Extension Uniformity Act (“FCEUA”)	73 P.S. §§ 2270.4(a) through 73 P.S. § 201-1 et seq. and Fair Debt Collection Practices Act (“FDCPA”)	GMACM “acted intentionally with the purpose of coercing Defendant to pay debts he did not owe.”	<ul style="list-style-type: none"> Count VI fails to state a claim upon which relief may be granted – the FCEUA does not apply to this loan and the FCEUA provides no private cause of action. <u>See</u> Section III.I. and III.J.
7	Violation of the Pennsylvania Unfair Trade Practices Act and Consumer Protection Law (“UTPCPL”)	73 P.S. §201-1	GMACM engaged in the enumerated list of allegedly deceptive business practices.	<ul style="list-style-type: none"> Gist of the action doctrine prevents repackaging contract claims as tort claims. III.F. Count VII is barred by the economic loss doctrine. <u>See</u> Section III.G. Count VII fails to state a claim upon which relief may be granted – the UTPCPL does not apply to this loan. <u>See</u> Section III.I.
8	Claimant’s counterclaims do not include a Count VIII.			

	Cause of Action	Legal Authority, if Specified	Alleged Conduct	Defense
9	Invasion of Privacy/False Light	Not specified.	GMACM allegedly invaded Claimant's right to privacy by placing Claimant in a false light when GMACM initiated the Foreclosure Action	<ul style="list-style-type: none"> Count IX fails to state a claim upon which relief may be granted. <u>See</u> Section III.K.
10	Breach of Contract	Not specified.	GMACM allegedly breached the mortgage contract by (i) failing to comply with mortgage notice provisions (ii) charging excessive fees and interest, (iii) inappropriate application of payments, and (iv) charging for force placed insurance.	<ul style="list-style-type: none"> Count X fails to state a claim upon which relief may be granted – it does not allege damages and is barred by Claimant's material breach of contract. <u>See</u> Section III.M.
11	Violation of the Mortgage Property Insurance Coverage Act ("MPICA")	7 P.S. §§ 6701 et seq.	GMACM's imposition of forced placed insurance on the Property.	<ul style="list-style-type: none"> Count XI fails to state a claim upon which relief may be granted – the MPICA provides no private cause of action. <u>See</u> Section III.L.

First Federal Action
Case No. 12-415 (WD) (E.D. Pa.)

	Cause of Action	Legal Authority, if Specified	Alleged Conduct	Defense
1	Violation of Due Process	U.S. Constitution, 5th Amendment	Attempted taking of property and FHA License without due process.	<ul style="list-style-type: none"> The Debtors are not state actors and did not act under color of law. <u>See</u> Section IV.A(i).
2	Violation of Due Process	PA Constitution		<ul style="list-style-type: none"> The Debtors are not state actors and did not act under color of law. <u>See</u> Section IV.A(i).
3	Lack of Fair Trial	U.S. Constitution, 7th Amendment		<ul style="list-style-type: none"> The Debtors are not state actors and did not act under color of law. <u>See</u> Section IV.A(i).
4	Lack of Fair Trial	PA Constitution		<ul style="list-style-type: none"> The Debtors are not state actors and did not act under color of law. <u>See</u> Section IV.A(i).
5	Restraint of Trade	Not specified.	Restraint of Claimant's ability to make a living.	<ul style="list-style-type: none"> Count V fails to state a claim upon which relief may be granted – FTCA does not provide for private cause of action. <u>See</u> Section IV.A(ii).
6	Defamation	Not specified.	Defamation by erroneous credit reporting.	<ul style="list-style-type: none"> Gist of the action doctrine prevents repackaging contract claims as tort claims. <u>See</u> Sections IV.A(iii) and III.F.
7	"Tortuous"	Not specified.	Harm to Claimant's income and reputation due to breach of contract.	<ul style="list-style-type: none"> Gist of the action doctrine prevents repackaging contract claims as tort claims. <u>See</u>

Cause of Action	Legal Authority, if Specified	Alleged Conduct	Defense
8 Violations of Unfair Trade Practices Act & Consumer Protection Law	The Unfair Trade Practices Act & Consumer Protection Laws	“The actions of all Defendants” caused loss of income, personal reputation, professional reputation, loss of FHA appraiser license, loss of Pa. State and U.S. Constitutional rights and rights regarding mortgage agreement.	Sections IV.A(iii) and III.F. <ul style="list-style-type: none"> Count VIII is barred by the economic loss doctrine. <u>See</u> Sections and IV.A(iv) and III.G. Count VIII fails to state a claim upon which relief may be granted – the UTPCPL does not apply to this loan. <u>See</u> Sections IV.A(iv) and III.I.
9 “Catch All” Claim	Not specified.	“The actions of all Defendants” caused loss of income, personal reputation, professional reputation, loss of FHA appraiser license, loss of Pa. State and U.S. Constitutional rights and rights regarding mortgage agreement.	<ul style="list-style-type: none"> Count IX fails to meet basic pleading standards <u>See</u> Section IV.A(v).
10 Cause of action ten was not asserted against GMACM.			
11 Cause of action eleven was not asserted against GMACM.			
12 Declaratory Judgment - Violation of Due Process and Fair Trial	U.S. Constitution (5 th and 7 th Amendments) and PA Constitution	Claimant seeks a declaration that his FHA appraisal license was taken from him without due process or a fair trial.	<ul style="list-style-type: none"> The Debtors are not state actors and did not act under color of law. <u>See</u> Section IV.A(i).
13 Declaratory Judgment	Not specified.	Defendants do not have “the Legal Authority to remove an Appraiser’s FHA license for anything other than poor appraisal quality or	<ul style="list-style-type: none"> The Debtors are not state actors and did not act under color of law. <u>See</u> Section IV.A(i).

Cause of Action	Legal Authority, if Specified	Alleged Conduct	Defense
		performance.”	
14	Cause of action fourteen was not asserted against GMACM.		
15	Cause of action fifteen was not asserted against GMACM.		

Second Federal Action
Case No. 12-1913 (WD) (E.D. Pa.)

	Cause of Action	Legal Authority, if Specified	Alleged Conduct	Defense
16	Violation of Due Process and Fair Trial	U.S. Constitution and PA Civil Rights.	Alleged wrongful foreclosure.	<ul style="list-style-type: none">The complaint fails to meet basic pleading standards. <u>See</u> Section IV.B.

**Bankruptcy Adversary Proceeding
Case No. 12-01945 (MG) (S.D.N.Y.)**

	Cause of Action	Legal Authority, if Specified	Alleged Conduct	Defense
1	Unclear	Unclear	Defendants “fraudulently placed ‘ Forced Placed Insurance ’ on [Claimant]’s property”	<ul style="list-style-type: none"> To the extent asserted, Claimant has failed to plead a valid RICO claim. <u>See</u> V.A.-V.C.
2	Unclear	Unclear	Defendants intentionally raised escrow payments and caused a “forced foreclosure.”	<ul style="list-style-type: none"> Count II, like the apparent breach of contract claims contained in other complaints, fails to state a claim upon which relief may be granted – it does not allege damages and is barred by Claimant’s material breach of contract. <u>See</u> Section III.M.
3	Unclear	Unclear	Defendants “conspired to produce ‘False Affidavits’ in order to foreclose on properties.”	<ul style="list-style-type: none"> Counts III & IV appear to raise the same challenges to standing and the validity of the Verification as raised in other complaints and fails for the same reasons as those other complaints. <u>See</u> III.A(i) - (iv). To the extent asserted, Claimant has failed to plead a valid RICO conspiracy claim. <u>See</u> V.A.-V.C.
4	Unclear	Unclear	Defendants’ produced and pursued a foreclosure with fraudulent “Mortgage Assignments”	
5	Unclear	Unclear	Defendants’ imposed fraudulent hazard insurance premiums and raised escrow in excess of what was needed or the contract allowed to create a “Force Foreclosure”	

Cause of Action	Legal Authority, if Specified	Alleged Conduct	Defense
6 Unclear	Unclear	Defendants’ “conspired to pursue mortgage foreclosure in violation of several government FORECLOSURE Laws, Government Consent Orders, Memorandums, and Settlements.”	<ul style="list-style-type: none"> Counts IX appear to raise the same challenges to standing and the validity of the Verification as was raised in other complaints and fails for the same reasons as those other complaints. <u>See</u> III.A(i) - (iv). Count X fails to state a claim upon which relief may be granted, for the same reasons that Claimant’s quiet title in the other complaints fail. <u>See</u> Sections III.B. & III.D
7 Unclear	Unclear	Defendants conspired to transfer Claimant’s mortgage without notifying Claimant or recording the alleged transfer.	
8 Mail and Wire Fraud	Unclear	Defendants’ committed mail and wire fraud when mailing, electronically filing or e-mailing fraudulent documents	
9 Unclear	Unclear	Defendants’ caused confusion regarding the ownership of the mortgage, making their alleged ownership VOID.	
10 Quiet Title	Unclear	All claims for mortgage are based on inaccurate or fraudulent documents and, as a result, Claimant may quiet title.	

	Cause of Action	Legal Authority, if Specified	Alleged Conduct	Defense
11	Unclear	Unclear	Defendants' fraudulently made "False Claims" to the U.S. Government on Plaintiff and his property	<ul style="list-style-type: none"> Count XI fails to state a claim upon which relief may be granted. <u>See</u> section V.D.
12	"Due Process"	Unclear	Defendants' violated Claimant's and others' due process rights through their alleged use of fraudulent documents.	<ul style="list-style-type: none"> Count XII fails for the same reasons that Claimant's other constitutional claims fail - the Debtors are not state actors and did not act under color of law. <u>See</u> Section IV.A(i).